

January 7, 2015

#12502- Fairfield Avenue & Ewing Street Reconstruction

#66314- Caustic Feed System

#66415- West Side Tank Valve Repairs

#75969- River Bend Woods Lift Station Improvements

January 14, 2015

#102-1-14-15-1- Ardmore Avenue Intent to Sell Real Estate Owned by the City.

February 4, 2015

#75954- Taylor-Hale Sewer Separation Phase II

#76081- Ponds and Plant Effluent Fiber Network Improvements

February 11, 2015

#0067I- Brigadoon Lake Estates Lighting Improvements

#66416- Aboite Center and Saddle Road Area Water Main Interconnections

February 18, 2015

#0069A- Jefferson Blvd. Road Diet Project/Improvement- Broadway to Calhoun Street

#75727- Combined Sewer Overflow Modification Package



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<https://archive.org/details/minuterecord102r1027unse>

March 4, 2015

#83411- Glens of Liberty Mills Drainage Improvements

#66350- Westmoor Park Area Water Main Replacement

#0068I- Belle Vista Blvd. Bridge Street Lighting Improvements

March 11, 2015

#76117- Telemetry Improvements Phase I

#66443- Plant 1, West- Upper Top Slab Debris Netting

#102-3-18-15-1, Lease of Wireless Communication Site- between the City of Fort Wayne & SprintCom, Inc. a Kansas Corporation

March 27, 2015

#0060S- Hamilton Avenue Sidewalk Improvements

April 1, 2015

#0045A- Resurfacing Package Southwest 2015

#76069- Spy Run Extended Manhole Raising

#102-4-01-15-1, Emergency Retaining Wall Repair on Falls Drive (Between Liberty Mills Road & Coventry Parkway)

April 8, 2015

#75670- Lime Sludge Lift Station Force Main

#75866- Water Pollution Control Plant Energy Management System

April 15, 2015

- #12329- St. Joe Center Road Sidewalk Connection
- #0044A- Resurfacing Package Northeast 2015
- #0050S- Sidewalk Trip Hazard Elimination
- #0071A- Surface Milling for Street Department 2015
- #12483- 1500 East Tillman Road- Concrete Improvements
- #0022C- Tower Heights/Hamilton Association/North Highlands/Lincoln Park Concrete Street Repairs

April 22, 2015

- #0043A- Resurfacing Package Northwest 2015
- #102-4-22-15-1, Approving a License Agreement between the City of Fort Wayne and Growing Minds, LLC
- #12458- South Anthony Blvd. Sidewalk Project

April 29, 2015

- #0056C- Winterset Addition Concrete Street Repairs
- #83463- Lower Huntington Storm Sewer Repair

May 6, 2015

- #0046A- Resurfacing Package Southeast 2015
- #102-5-6-15-1 –Approving sale of real estate located at 300 Block of East Superior Street.
- #0055S- Runnion Avenue Sidewalk Improvements

May 13, 2015

#0081N- Superior Circle Sculpture

May 20, 2015

#102-5-20-15-1- Approving conveyance of certain real property for road right-of-way purposes located along State Rd 1 in Leo-Cedarville.

#0082A- Traffic Signal Installation – 2015

#0064S- Maiden Lane Sidewalk Improvements

May 27, 2015

#66460- Lime Machine PLC's and HMI's

2015-2017 CIPP Request for Qualifications

#66268- Bass Road Water Main Extension Phase 3&4

#102-5-27-15-2- Approving and adopting the City Utilities design standards manual and repealing the water resources development criteria/standards manual.

June 3, 2015

#75888- Engle Road Force Main Replacement

#75976- Stanley Avenue Sewer Capacity and Drainage Improvements

#76108- General Manhole Rehabilitation

June 17, 2015

#76062- WPCP Effluent Aeration Improvements

#66466- Hobson, Vance to Coliseum Water Main Replacement

July 1, 2015

#102-7-1-15-1 Approving the grant of ingress-egress easements in the 10800 Block of Walnut Street, Leo-Cedarville

#66474- Kress Water Main Extension

July 8, 2015

#102-7-8-15-1 Emergency Flood Protection Work for the Three Rivers Drainage Areas in the City of Fort Wayne

July 15, 2015

#76149- WPCP Effluent Pipe Hydraulic Improvements

July 22, 2015

#66216- Substation #1 Switchgear Replacement

July 29, 2015

#0007S- Miscellaneous Construction Package 2015

#0052A- Spy Run Avenue & Livingston Avenue Intersection Improvement

#102-7-29-15-1- Acceptance of Electronic Records Policy Board of Public Works/Board of Stormwater Management

August 12, 2015

#0006S- Cook Road Sidewalk Improvement

#76002- Upper Ely Gate Improvements

#76005- Engle Road Sewer Separation

#12441- North Clinton Rehabilitation Project: Coliseum Blvd to Washington Center Road

#76128- Anthony and Oxford Sewer Separation

#102-8-12-15-1 Nelson Street Combination Sewer Emergency Repair

August 19, 2015

#102-8-19-15-2 Acquiring certain real property for use by the City of Fort Wayne for the construction of Taylor-Hale Sewer Separation, Phase Two.

#102-8-19-15-1 Demolition Project 1621 Monroe Street

#76153- Screen Facility Wash Water Improvements

August 26, 2015

#76088- Westlawn Pavement Repairs

September 2, 2015

#102-9-2-15-1 Conveyance of Real Estate to Cox Realty Corporation

September 9, 2015

#102-9-9-15-1 Approving the purchase of 722 Wagner Street

#102-9-9-15-2 Approving the purchase of 701 East Wayne Street

#66454- Bradwood Terrace Water Main Replacement

#66493- High Service Pump Server Improvements

September 16, 2015

#75759 D.E.D Switchgear Replacement

September 23, 2015

#102-9-23-15-4 Emergency street light relocation on Lower Huntington (between Winchester Road and Fairfield Avenue)

#102-9-23-15-3 Approving sale of real estate owned by the City of Fort Wayne located at 4514 Lafayette Street and 1430 Eliza Street.

October 7, 2015

#102-10-7-15-1 City Utilities On-Call Emergency Construction Services, for mechanical installation, maintenance and repair to be performed at the Three Rivers Filtration Plant, Water Pollution Control Plant and other facilities operated by the City Utilities.

#0088L Franke Park Entrance Drive Lighting Improvements

#0076I Walden Phase II Street Lighting Improvements

October 14, 2015

#102-10-14-15-1 Release of Utility Facilities

#83305 Mardego Hills Add. Storm Drainage Improvements- Phase II

#102-10-7-15-2 Appropriating an easement interest in certain real property for use by the City of Fort Wayne for the construction of the Mardego Hills Addition Storm Improvements Project Phase Two.

#102-10-14-15-3 Rescinding a prior resolution that appropriated an easement interest in certain real property for the construction of the Mardego Hills Addition Storm Improvements Project Phase Two.

October 21, 2015

#75811- Rolling Mills Regulator Improvements

#76168- Fairfax Floatables Control Structure Improvements

#76176- Northlawn and Vance Drainage Improvements

#102-10-21-15-1 Acceptance of Sanitary Sewer Facilities into the City's Public Sanitary System, 7800-8100 Block, Young Road.

#102-10-21-15-2 Release of Utility Easement at Indiana Tech Cunningham Center 1600 East Washington Boulevard.

102-10-21-15-3 Appropriating an easement interest in certain real property for use by the city for construction of Kramer Ditch.

October 28, 2015

#102-10-28-15-1 Asphalt Cut Repair Services for City Utilities. Includes Cut Repairs from Main Breaks and other excavations.

#66199- Three River Filtration Plant Lab Building HVAC Improvement Project

#66436- Covington Tank Improvements

#83384- Kramer Ditch Drainage Improvements

November 18, 2015

#0103P Levee Dead Tree Removal Project 2016

#66498 Kress Rd Water Main Extension Phase 2

#66236 State Blvd & Hobson Rd Area Water Main Replacement

#102-11-18-15-2 Approving encroachment agreement at 10622 Main Street, Leo-Cedarville

#102-11-18-15-1 Approving the purchase of 5240 Mount Vernon Park Drive

December 2, 2015

#66497 TRFP Service Water Replacement

December 16, 2015

#102-12-16-15-1 Rescinding a prior resolution that appropriated an easement interest in certain real property for use by the City of Fort Wayne for the construction of the Kramer Ditch Drainage Improvements.

#83465 Jehl Park Drainage Improvements

#102-12-16-15-2 City Utilities Annual On-Call Emergency Algal Bloom Control

December 30, 2015

#102-12-30-15-1 Authorizing signatures for the Water Revolving (SRF) Loan, Fort Wayne 2011 Water Works Bond B

#102-12-30-15-2 Authorizing signatures for the Sewer Revolving (SRF) Loan, Fort Wayne 2014- A Sewage Works

#102-12-30-15-3 Authorizing signatures for the Sewer Revolving (SRF) Loan, Fort Wayne 2014- B Sewage Works

IMPROVEMENT RESOLUTION NO. 12502

**FAIRFIELD AVE. AND EWING ST. RECONSTRUCTION
WORK ORDER NO. 12502**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

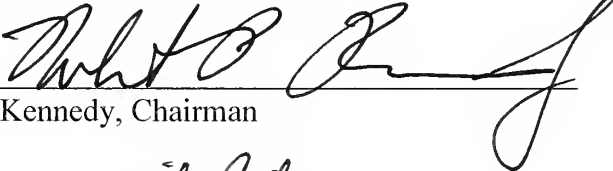
That it is deemed necessary to improve: Fairfield Avenue and Ewing Street from Baker St to Main St by reconstructing the existing asphalt and concrete pavement and installing new sidewalks, ramps bike lanes, drainage, signs, signals, landscaping, lighting and markings. The project also includes the addition of a roundabout at the Superior St intersection.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

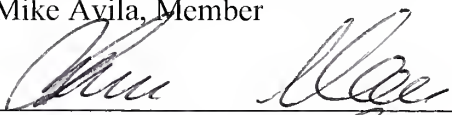
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

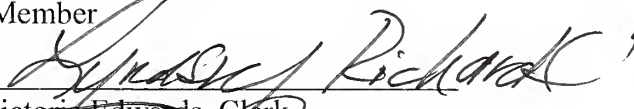
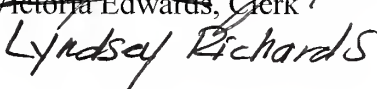
Adopted this 7 day of January, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Ayila, Member


Kumar Menon, Member

ATTEST: 
Victoria Edwards, Clerk


**CAUSTIC FEED SYSTEM
RESOLUTION NO. 66314**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The installation of a new chemical feed system at the Three Rivers Filtration Plant will include a bulk storage tank, a day tank, and a peristaltic pump.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Caustic Feed System.

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

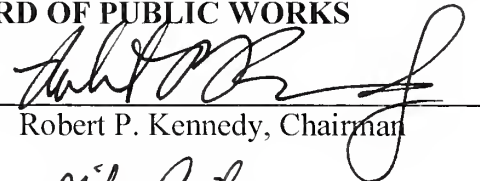
States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$200,000.

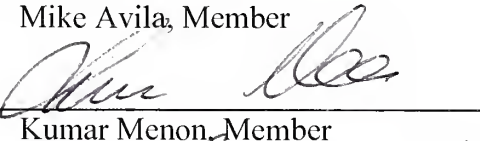
Declares the maximum fee to be collected from the affected property owner are those shown on the Attachment "B"

APPROVED THIS 7 DAY OF January, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

**WEST SIDE TANK VALVE REPAIRS
RESOLUTION NO. 66415**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Repairs to the Altitude valve and replacing the Check valve at the West Side Tank

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, West Side Tank Valve Repairs, and the associated procurements.

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Water Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

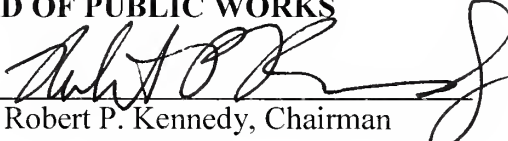
States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$35,000.

Declares the maximum fee to be collected from the affected property owner are those shown on the Attachment "B"

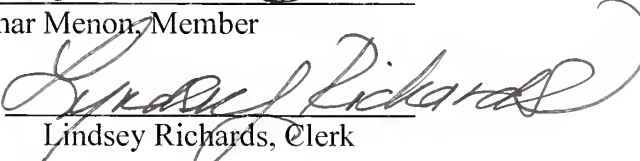
APPROVED THIS 7 DAY OF January, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

**RIVER BEND WOODS LIFT STATION IMPROVEMENTS
RESOLUTION NO. 75969**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of a valve vault hatch and replacement of existing pumps, valves, and discharge plumbing to be used in conjunction with existing electrical and communication equipment at the River Bend Woods Lift Station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, River Bend Woods Lift Station Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

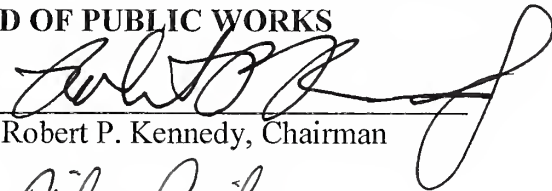
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

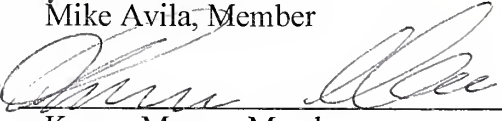
Declares the engineer's estimate of the project's total cost is \$112,300.00.

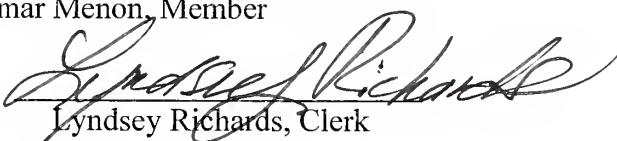
APPROVED THIS 7 DAY OF January, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 102-1-14-15-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

1903 Ardmore Ave
Lot 1 & ½ Vac St Harrison Fosnoughts Sub Add Ex R/W

1911 Ardmore Ave
Lot 2 Harrison Fosnoughts Sub Add Ex R/W

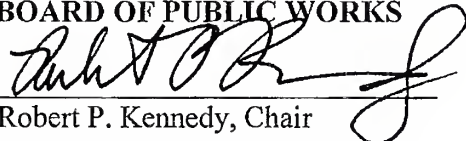
1913 Ardmore Ave
Lot 3 Harrison Fosnoughts Sub Add Ex R/W

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

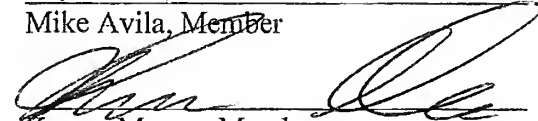
NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 14 day of January 2015.

**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**


Robert P. Kennedy, Chair


Mike Avila, Member


Kumar Menon, Member

Taylor-Hale Sewer Separation Phase II
RESOLUTION NO. 75954

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

Construction of approximately 6,200 linear feet of storm sewer piping that will separate storm sewer from the combined sewer system and pick up storm water from Taylor Street, Brooklyn Avenue, Brown Street, Bevel Avenue, and Paul Street. These separated storm water flows will be conveyed to the St. Mary's River via a new storm water outfall. Water main lowerings will be completed to install the new storm sewer and approximately 3,000 square feet of green infrastructure will also be included in this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Taylor-Hale Sewer Separation Phase II**

Declares the cost of the said improvements shall be paid by the Sewer State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is 2,843,585.

APPROVED THIS 4 DAY OF February, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	General Electric Company	2000 Taylor Street	12	Parcel #02-12-10-176-002.000-074; Deed Record 390, Pages 345-346	Yes	No	In Negotiation	
2	General Electric Company	2000 Taylor Street	12	Parcel #02-12-10-176-002.000-074; Deed Record 390, Pages 345-346	No	Yes	In Negotiation	
3	General Electric Company	2000 Taylor Street	12	Parcel #02-12-10-176-002.000-074; Deed Record 390, Pages 345-346	No	Yes	In Negotiation	
4	General Electric Company	2000 Taylor Street	22	Parcel #02-12-10-176-002.000-074; Deed Record 390, Pages 345-346	No	Yes	In Negotiation	
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**PONDS AND PLANT EFFLUENT FIBER NETWORK IMPROVEMENTS
RESOLUTION NO. 76081**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Whereas, the Water Pollution Control Plant operations require reliable communication and operational controls facilities, and

Whereas, the need has been determined to install 2600ft of fiber optic cable, commencing at the pond 1 and 2 channel interconnect and terminating at pond 3 dechloration building.

Whereas, scope of work is beyond the capabilities of Water Pollution Control Plant O&M staff and,

Said improvements with all their appurtenances shall be constructed in accordance with the specifications titled, **PONDS AND PLANT EFFLUENT FIBER NETWORK IMPROVEMENTS**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

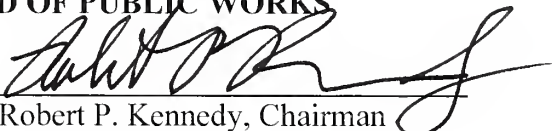
Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is \$200,000.

APPROVED THIS 4 DAY OF February, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0067I

**BRIGADOON LAKE ESTATES LIGHTING IMPROVEMENTS
WORK ORDER NO. 0067I**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve:

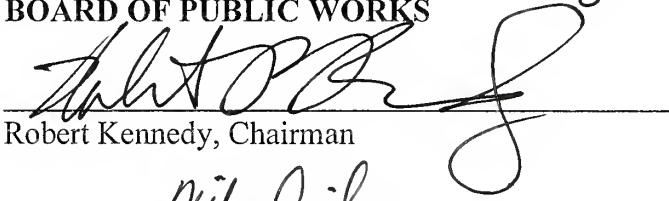
Street lighting on Abbeyhill Road at the entrance to Brigadoon Lake Estates Addition.

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

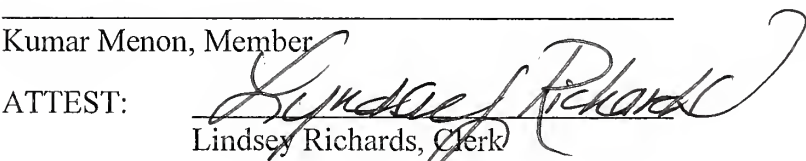
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11 day of February, 2015.

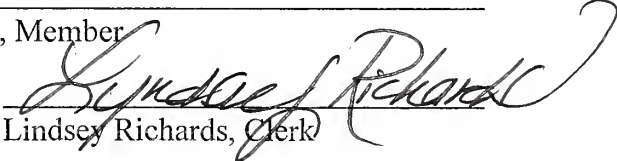
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lindsey Richards, Clerk

ESTIMATE OF QUANTITIES

proj: BRIGADOON LAKE ESTATES STREET LIGHTING IMPROVEMENTS

RES. NO.: 00671
W.O. NO.: 00671

Bid Estimate: \$11,255.00

estimated e&i:

Total estimate: \$11,255.00

Date: 2/2/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE WITH TERMINATIONS AS REQUIRED	205	LFT	\$11.00	\$2,255.00
2	STERNBERG 4 ARC LED ACORN LUMINAIRE	2	EACH	\$1,550.00	\$3,100.00
3	MOBILIZATION / DEMOBILIZATION	1	LSUM	\$400.00	\$400.00
4	24" X 60" CONCRETE BASE WITH #4 REBAR	2	EACH	\$1,000.00	\$2,000.00
5	STERNBERG FTW STD ALUMINUM POLE AND #12 WIRE AS REQUIRED	2	EACH	\$1,750.00	\$3,500.00

BID

CONTRACTOR:

proj: BRIGADOON LAKE ESTATES STREET LIGHTING IMPROVEMENTS

RES. NO.: 00671

W.O. NO.: 00671

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 4/30/2015

Bid

Date:

3/4/2015

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE WITH TERMINATIONS AS REQUIRED	205	LFT		
2	STERNBERG 4 ARC LED ACORN LUMINAIRE	2	EACH		
3	MOBILIZATION / DEMOBILIZATION	1	LSUM		
4	24" X 60" CONCRETE BASE WITH #4 REBAR	2	EACH		
5	STERNBERG FTW STD ALUMINUM POLE AND #12 WIRE AS REQUIRED	2	EACH		

IMPROVEMENT RESOLUTION NO. 0067I

**BRIGADOON LAKE ESTATES LIGHTING IMPROVEMENTS
WORK ORDER NO. 0067I**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve:

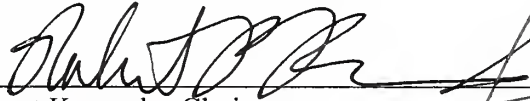
Street lighting on Abbeyhill Road at the entrance to Brigadoon Lake Estates Addition.

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11 day of February, 2015.

BOARD OF PUBLIC WORKS



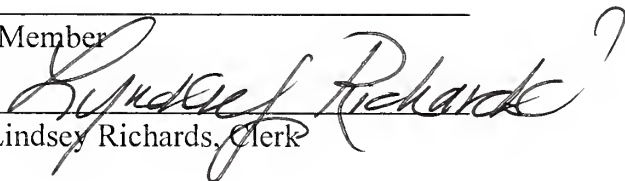
Robert Kennedy, Chairman



Mike Avila, Member

Kumar Menon, Member

ATTEST:



Lindsey Richards, Clerk

ESTIMATE OF QUANTITIES

proj: BRIGADOON LAKE ESTATES STREET LIGHTING IMPROVEMENTS

RES. NO.: 00671

W.O. NO.: 00671

Bid Estimate: \$11,255.00

estimated e&i:

Total estimate: \$11,255.00

Date: 2/2/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE WITH TERMINATIONS AS REQUIRED	205	LFT	\$11.00	\$2,255.00
2	STERNBERG 4 ARC LED ACORN LUMINAIRE	2	EACH	\$1,550.00	\$3,100.00
3	MOBILIZATION / DEMOBILIZATION	1	LSUM	\$400.00	\$400.00
4	24" X 60" CONCRETE BASE WITH #4 REBAR	2	EACH	\$1,000.00	\$2,000.00
5	STERNBERG FTW STD ALUMINUM POLE AND #12 WIRE AS REQUIRED	2	EACH	\$1,750.00	\$3,500.00

BID

CONTRACTOR:

proj: BRIGADOON LAKE ESTATES STREET LIGHTING IMPROVEMENTS

RES. NO.: 00671
W.O. NO.: 00671

TOTAL BID AMT:

Note: Contractor will be paid on measured quantities only at unit price bid.
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: 4/30/2015

Bid

Date: 3/4/2015

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THWN IN TRAY CABLE IN BORE TUBE WITH TERMINATIONS AS REQUIRED	205	LFT		
2	STERNBERG 4 ARC LED ACORN LUMINAIRE	2	EACH		
3	MOBILIZATION / DEMOBILIZATION	1	LSUM		
4	24" X 60" CONCRETE BASE WITH #4 REBAR	2	EACH		
5	STERNBERG FTW STD ALUMINUM POLE AND #12 WIRE AS REQUIRED	2	EACH		

**Aboite Center and Saddle Rd Area
Water Main Interconnections
RESOLUTION NO. 66416**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes five water main interconnections and services totaling approximately 1,000 LF, and all associated work primarily installed by HDD.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Aboite Center and Saddle Rd Area Water Main Interconnections"

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

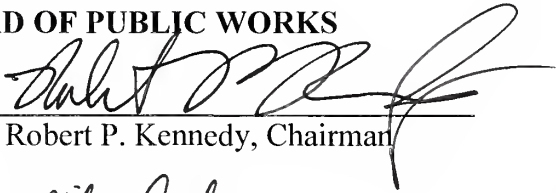
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$110,000.00.

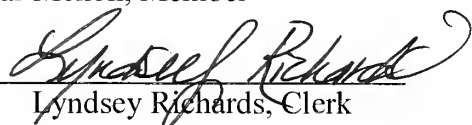
APPROVED THIS 11 DAY OF February, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0069W/A

**JEFFERSON BOULEVARD ROAD DIET PROJECT – BROADWAY TO CALHOUN
WORK ORDER NO. 0069W/A**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

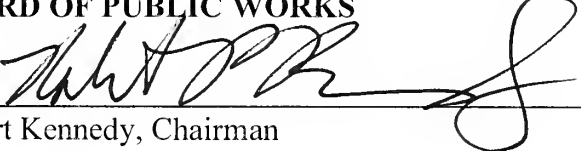
That it is deemed necessary to improve: Project involves a construction road diet along Jefferson Blvd. along with reconstruction of Fairfield Ave. and Ewing St. south of Jefferson along with portions of Baker St. Project will include new pavement, curbing, and bike lanes along with new ADA ramps and sidewalks, lighting, and landscaping. The project also includes some green storm infrastructure areas. The project is expected to be under construction in May and all road work done by October with a spring of 2016 completion for any outstanding landscaping.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18 day of February, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

CSO REGULATOR MODIFICATION PACKAGE
WO#75727

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

To modify CSO regulators to allow more flow to the main sewer interceptor at regulators M18 256, K06 275 and abandoned O10 256; to install floatables control at CSO Outfall 036 and also replace the outfall's flap gate with a rubber check valve.

Said improvements, with all their appurtenances, shall be constructed in accordance with the drawings and specifications titled, **CSO Regulator Modification Package**.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Utilities 2011 Sewer Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the estimate of the project's total cost of **\$144,000**.

APPROVED THIS 18 DAY OF February, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chair

BY: _____

Kumar Menon, Member

BY: _____

Mike Avila, Member

ATTEST: _____

Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 00681

**BELLE VISTA BLVD. BRIDGE STREET LIGHTING IMPROVEMENTS
WORK ORDER NO. 00681 #00681**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

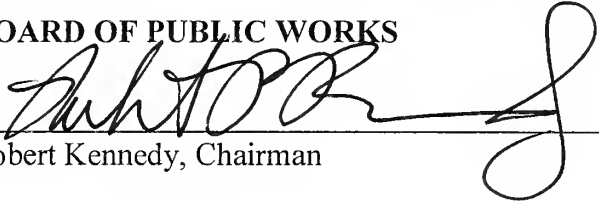
That it is deemed necessary to improve: **Street lighting on the Belle Vista Boulevard Bridge.**

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4 day of March, 2015.

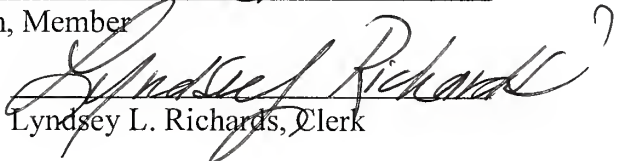
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman

Mike Avila
Mike Avila, Member

 
Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: BELLE VISTA BOULEVARD BRIDGE STREET LIGHTING IMPROVEMENTS

RES. NO.: 0068I

W.O. NO.: 0068I

Bid Estimate: \$8,997.00

estimated e&i:

Total estimate: \$8,997.00

Date: 2/17/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	1843 6 ARC LED T/C/ IN PLACE	2	EACH	\$1,745.00	\$3,490.00
2	HAPCO ALUMINUM BOLT DOWN POLE CAT. #76-011, IN PLACE WITH #12 WIRE	2	EACH	\$795.00	\$1,590.00
3	24" X 66" CONCRETE BASE	2	EACH	\$775.00	\$1,550.00
4	3C/6 THWN IN TRAY CABLE OR AS CONDUCTORS IN EXISTING CONDUIT	107	LFT	\$6.00	\$642.00
5	3C/6 THWN IN HANDHOLES AS SLACK	20	LFT	\$4.00	\$80.00
6	3C/6 THWN IN TRAY CABLE IN BORE TUBE. BORE, TRENCH, OR HAND DIG	33	LFT	\$15.00	\$495.00
7	AERIAL SPAN WIRE 2C/6. IN PLACE	2	EACH	\$200.00	\$400.00
8	RISER ASSEMBLY, 2 INCH	1	EACH	\$350.00	\$350.00
9	TRAFFIC CONTROL	1	LSUM	\$400.00	\$400.00

BID

CONTRACTOR:

proj: BELLE VISTA BOULEVARD BRIDGE STREET LIGHTING
IMPROVEMENTS

RES. NO.: 0068I
W.O. NO.: 0068I

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: 6/30/2015

Bid
Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	1843 6 ARC LED T/C/ IN PLACE	2	EACH		
2	HAPCO ALUMINUM BOLT DOWN POLE CAT. #76-011, IN PLACE WITH #12 WIRE	2	EACH		
3	24" X 66" CONCRETE BASE	2	EACH		
4	3C/6 THWN IN TRAY CABLE OR AS CONDUCTORS IN EXISTING CONDUIT	107	LFT		
5	3C/6 THWN IN HANDHOLES AS SLACK	20	LFT		
6	3C/6 THWN IN TRAY CABLE IN BORE TUBE. BORE, TRENCH, OR HAND DIG	33	LFT		
7	AERIAL SPAN WIRE 2C/6. IN PLACE	2	EACH		
8	RISER ASSEMBLY, 2 INCH	1	EACH		
9	TRAFFIC CONTROL	1	LSUM		

**Westmoor Park Area Water Main Replacement
RESOLUTION NO. 66350**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 13,315 Lf of 6-inch, 4,160 Lf of 8-inch, and 6,440 Lf of 12-inch water main replacement, associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Westmoor Park Area Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

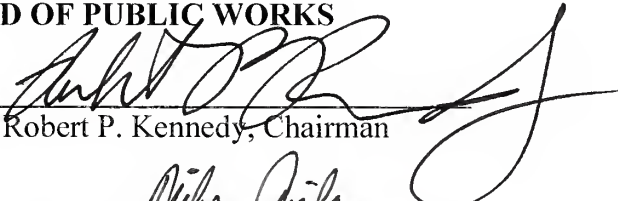
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$2,110,000.00.

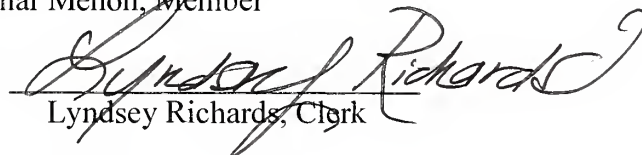
APPROVED THIS 4 DAY OF March, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Ayila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

**GLENS OF LIBERTY MILLS DRAINAGE IMPROVEMENTS
RESOLUTION NO. 83411**

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the construction of approximately 23 LF of RCP, 296 LF of HDPE, all appurtenant structures, and 3900 LF of swale grading located in easement and common area all throughout the Glens of Liberty Mills housing addition to improve the storm drainage system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Glens of Liberty Mills Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Storm Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

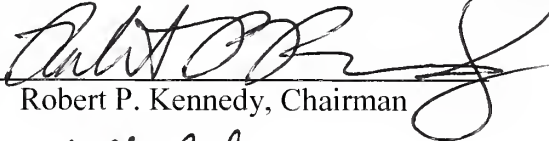
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$102,291.43.

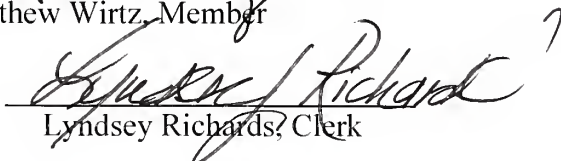
APPROVED THIS 4 DAY OF March, 2015.

BOARD OF STORMWATER MANAGEMENT

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Matthew Wirtz, Member

ATTEST: 
Lyndsey Richards, Clerk

PLANT 1 WEST – UPPER TOP SLAB DEBRIS NETTING
66443

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Debris netting will be installed as a temporary measure to prevent debris from potentially falling into the tank of Plant 1 West during treatment and maintenance activities.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Three Rivers Filtration Plant, Plant No. 1 – West Train Settling Tank Roof Slab Netting Installation"

Declares the cost of the said improvements shall be paid by the funds from the property owners (Barrett Law) and the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$50,000.

APPROVED THIS 11 DAY OF March, 2015.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Ayila
Mike Ayila, Member

BY: [Signature]
Kumar Menon, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

Telemetry Improvements Phase I
76117

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improves the telemetry used by City Utilities Water Pollution Control Plant to monitor outlying remote stations. This improvement will provide updated equipment and hardware. The improvement will also include software and related engineering labor.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Telemetry Improvements Phase 1

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$170,000.

APPROVED THIS 11 DAY OF March, 2015.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Ayila
Mike Ayila, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

*IK-House
Contractor
\$170,000*

LICENSE AGREEMENT

18 This License Agreement ("License") is made and entered into effective the March, 2015 day of March, 2015, by and between the **Board of Public Works, City of Fort Wayne, Indiana** ("Licensor") and **SprintCom, Inc., a Kansas corporation** ("Licensee"), and is entered into under the following circumstances:

- a. Licensor owns the real estate located in Allen County, State of Indiana, and the legal description is set forth in the attached Exhibit A ("Land").
- b. Licensor agrees to grant Licensee a license to occupy and use a portion of the Land for purposes of allowing Licensee to operate its communications business on the Land.

NOW THEREFORE, in mutual consideration of the promises contained herein, the parties agree as follows:

1. License Granted

- a. **Premises.** Licensor grants to Licensee a license to occupy and use a portion of the Land generally shown on Exhibit B attached hereto ("Site"), together with all appropriate easements, rights and privileges in order to allow Licensee (and its employees, agents and sublicensees, with prior written approval of Licensor, such approval shall not be unreasonably withheld, conditioned or delayed) access from public roads and utility sources to the Site and to provide utility services to the Site over the Land ("Easements") and for the use by Licensee in its communications business (Tower Business (as defined below)) (the Site and Easements may be referred to as the "Premises").
- b. **Licensee's Tower Business.** Licensee's Tower Business generally consists of the installation, construction, and maintenance of a communications tower and other improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, mounting hardware, coaxial cable, base units and other associated equipment ("Tower") on the Site in support of its communications business. In connection with its Tower Business, Licensee has the right to install, construct, remove, replace and maintain the Tower. If Licensor's proposed Site consists of a pre-existing water tower or similar structure owned and maintained by Licensor, all references to Licensee's construction of a communications tower shall not apply and "Tower" shall refer instead only to the other improvements and other associated equipment.

- c. **Storage Buildings.** Licensee (or its sublicensees) shall have the right to build and maintain equipment cabinets or storage buildings on the Site for purposes of storing equipment owned by Licensee or its sublicensees (“Storage Buildings”).
 - d. **Right of Access.** Without otherwise limiting the foregoing, Licensee and its sublicensees shall have the right of access to, and the right of ingress and egress from and to the Premises from a public road for purposes of the operation by Licensee of its Tower Business and by the sublicensees for operation of their communications business. Licensee and its sublicensees shall have unrestricted right of access to the Premises on a 24-hour per day and 365-day per year basis. Access to Licensor owned water towers will require twenty four (24) hour advance notice and Licensor approval which shall not be unreasonably withheld or delayed. Licensor will have its employees present during any and all Licensee access to the water towers. Other than during the initial construction/installation of the Tower, Licensee will be allowed to access the water tower for a total of five (5) visits per year without additional charge from Licensor. Additional visits to the water tower will be charged at a rate of \$250 visit (assuming visit is no greater than 4 hours).
- 2. **Term.** This License shall have a term (“Initial Term”) of five (5) years commencing on the date all the conditions precedent set forth in Section 18 have been satisfied or waived by Licensee (“Effective Date”) and ending on the fifth (5th) anniversary of the Effective Date, unless terminated prior thereto pursuant to this License. The License and the Initial Term shall automatically renew for four (4) additional successive periods of five (5) years (“Renewal Term”); provided however, that Licensee may terminate this License by giving written notice to Licensor of the intention by Licensee not to renew at least six (6) months prior to the expiration of the Initial Term or any Renewal Term by certified mail to the notice address as set-out in this License.
- 3. **License Fee.**
 - a. Initial License Fee. Licensee shall pay to Licensor as a license fee hereunder the sum of Thirty Two Thousand Seventeen and 50/100 dollars (\$32,017.50) payable on an annual basis (“License Fee”), up front and on the anniversary of the Effective Date of this License every year during the Initial Term and each Renewal Term.
 - b. License Fee Increases On each anniversary of the Effective Date during the Initial Term and Renewal Term, the Fee shall be increased by four percent (4%) over that in effect immediately prior to such date.
- 4. **Representations and Warranties by Licensor.** Licensor represents and warrants to Licensee as follows:
 - a. Licensor has the full power, right, and authority to enter into this License

and Licensor has obtained all necessary approvals and complied with all applicable statutory, regulatory, or other legal requirements prerequisite to executing this License.

- b. The persons executing this License on behalf of Licensor have the authority to sign the License on behalf of Licensor.
 - c. The License is the legal, valid, and binding obligation of Licensor and is enforceable against Licensor in accordance with its terms.
 - d. With respect to environmental matters, (i) Licensor has no knowledge of the existence of Hazardous Materials of any kind on, in or under the Premises, (ii) there are no proceedings pending or threatened where allegations have been made that there are violations of the Environmental Laws with respect to the Premises, and (iii) Licensor has not received any notice from any governmental authority or any person or entity claiming that there have been any violations of the Environmental Laws with respect to environmental contamination of the Premises. "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by or designated as a hazardous substance or waste by any governmental authority, and includes, without limitation, a hazardous substance as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act and any hazardous waste defined pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act. "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act and all other federal, state, and local laws or regulations dealing with environmental matters (including without limitation laws and regulations dealing with underground storage tanks).
5. **Utilities.** Licensee shall be responsible for and provide payment of all utility services used by Licensee or any of Licensee's sublicensees. Licensee shall separately meter charges for the consumption of electric and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried. The location of all utilities will be approved by Licensor prior to installation.
6. **Insurance.**
- a. Licensor is a self-insured governmental entity, with limited liability subject to Indiana Code, as set forth in the attached certificate.
 - b. Licensee shall maintain in full force and effect during the term of this License (including any Renewal Terms) comprehensive general liability insurance with limits of \$2,000,000 per occurrence/ \$5,000,000 aggregate for bodily injuries or death of persons, and property damage occurring on or with respect to the Premises and Licensor shall be listed as an

additional insured under this policy. Licensee, as a condition precedent to the issuance of this license, shall provide to Licensor a certificate of insurance (Exhibit E) certifying that such insurance coverage is in effect and the certificate shall provide that the insurance Licensee shall not terminate or modify the coverage without providing at least ten (10) days prior written notice to Licensor. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

- c. Licensee shall maintain in full force and effect such property and casualty insurance as it deems necessary or desirable with respect to its Tower (not Licensor water tower) and other improvements made or added to the Premises by Licensee.
7. **Destruction of the Tower.** In the event Licensee's Tower is totally demolished or substantially destroyed as a result of any casualty, then Licensee may, upon approval by Licensor, rebuild the Tower. If Licensee decides to rebuild the Tower, Licensee may construct and maintain on the Premises a temporary tower or other structure in order to continue its Tower Business. If Licensee elects to terminate the License, then Licensee shall give written notice to Licensor of its election to terminate the License within thirty (30) days after the casualty and the License shall terminate effective as of the date of such notice.
8. **Destruction of Water Tower.** If the water tower is destroyed, dismantled, or removed, Licensee shall, upon approval by Licensor, have the right to construct its own tower, at its cost, of design approved by Licensor, which approval shall not be unreasonably withheld or delayed, at a location as close as reasonably possible to the location of the water tower so as to give Licensee similar radio signal coverage as Licensee enjoyed from the water tower. Licensor may deny construction of a replacement tower for any and all reasons that it, in its sole option, considers reasonable. In such a case the License would be considered terminated as described below. If a replacement water tower is constructed anywhere on Licensor's property, Licensee shall have the right to place Licensee's antenna and appurtenance on top of the new replacement water tower at Licensee's cost and in a similar manner as Licensee's antenna and appurtenance on the existing water tower. If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in Licensee's judgment to render the site unusable for Licensee's Tower Business, Licensee may elect to terminate this License upon thirty (30) days written notice to Licensor. In the event Licensee elects to terminate this License, Licensee shall be entitled to reimbursement of any prepaid fee prorated prior to the date of termination.
9. **Repainting of Water Tower.** Licensee agrees to cooperate with and accommodate repairs and routine maintenance (including but not limited to preparation and containment for painting) of the water tower. Such repairs and maintenance shall be completed by Licensor at Licensor's sole cost in an expeditious manner so as to minimize disruption of Licensee's use of the

Premises. Any special accommodation required to protect or dismount equipment owned by Licensee will be an expense borne by Licensee, provided that Licensor will notify Licensee at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. Shortly before the painting date, Licensee may place a temporary antenna array on a crane parked near the site. Licensee may then remove the antennas from the water tower and the painting will proceed as it normally does. If cabling or related structure is determined to interfere with painting it will be removed as well. Once the painting or repair is finished, Licensee will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of Licensee.

10. Assignment. Licensee may assign or transfer this License only with the prior written consent of Licensor, upon ninety (90) days prior written notice, and such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee will have the right without consent of Licensor but with written notice, to sublease (or other transfer or allow the use of) all or any portion of the Premises or assign its right under this License in whole or in part to: (a) any entity controlling, controlled by or under common control with Licensee (b) any entity acquiring substantially all of the assets of Licensee; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Licensee's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Licensee. Licensor will not be entitled to any additional rent or other fee for its review or approval. Tenant or any Contract Affiliate will not be released from its obligations under this License. .

11. Default by Licensee. A default by Licensee will have occurred under this License if anyone or more of the following has occurred:

- a. Licensee fails to pay the full amount of any installment of the Fee when due and Licensee has not paid such amount within fifteen (15) days after receipt of notice of default from Licensor; or
- b. Licensee fails to observe or perform any other provision of this License for thirty (30) days after Licensor has given Licensee written notice of the nature of Licensee's failure (Section 14 Noninterference may supersede this clause); provided however that so long as Licensee diligently pursues a cure of said default, Licensee shall be entitled to an additional thirty (30) days to cure any said default, or
- c. Licensee files a petition in bankruptcy or Licensee seeks the appointment of a receiver under state law or Licensee consents to or acquiesces in such a petition or appointment of a receiver or liquidator, or Licensee makes an assignment for the benefit of creditors; or

- d. Licensee admits its inability to pay debts as they become due, or Licensee fails to obtain a dismissal of any petition under the bankruptcy law or for a receiver or liquidator under state law within thirty (30) days after the commencement of that proceeding.

12. Remedies of Licensor for Default by Licensee. Upon Licensee's default, in addition to all other rights or remedies available at law or in equity, Licensor may terminate this License and Licensee shall remove the fence and Storage Buildings and the Tower to one (1) foot below grade and restore the Site to a reasonably even grade (any and all property restored to the condition it was when originally received), unless at Licensor's option, Licensor has provided written notice to Licensee within fifteen (15) days after giving Licensee notice of default of Licensor's desire that the Tower remain on the Land, in which case Licensee shall have no obligation to remove the fence, Storage Buildings and the Tower and the fence, Storage Buildings and the Tower shall become the property of Licensor. In the event of Licensee's default and if so requested by Licensee at the time of such default, Licensor shall mail written notice of such default to Licensee's lender to the address provided by Licensee.

13. Taxes. The parties recognize that Licensor, as a municipal corporation, is a political subdivision of the State of Indiana and the Land is currently tax exempt. If the Land or the Premises should ever become taxable, then Licensor shall pay when due all real property taxes for the Land, including the Premises. In the event that Licensor fails to pay any such real property taxes or other fees and assessments, Licensee shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Fee due under this License. Notwithstanding the foregoing, Licensee agrees to pay all taxes assessed against the Tower, the Storage Buildings, or other improvements or property owned by Licensee or any of Licensee's sublicensees only for so long as this License remains in effect. If Licensor receives notice of any personal property or real property tax assessment against Licensor, which may affect Licensee and is directly attributable to Licensee's installation, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licensor and/or Licensee. Further, Licensor shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 13. In the event real property taxes are assessed against Licensor or Licensee for the Premises or the Land, Licensee shall have the right, but not the obligation, to terminate this License without further liability after thirty (30) days' written notice to Licensor, provided Licensee pays any real property taxes assessed as provided herein.

14. Noninterference. If the Tower is a water tower owned and maintained by Licensor, Licensee's installation, operation, and use of its transmission facilities under this License shall not damage or interfere in any way with Licensor's water tower operations or related repair and maintenance activities. Licensor, at all

times during this License, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Tower and to temporarily interfere with Licensee's improvements as may be reasonably necessary in order to carry out any of such activities. Licensor agrees to give reasonable advance notice of such activities to Licensee and reasonably cooperate with Licensee to carry out such activities with a minimum amount of interference with Licensee's transmission operations.

- a. Licensee agrees to install radio equipment of types and frequencies which shall at all times and at Licensee's sole cost, comply with such technical industry standards as may from time to time be established by Licensor for the Premises, consistent with FCC requirements, including without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation. The current standards include, are but not limited to all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communication Commission, Federal Aviation Administration, and local building and fire codes) and the rules and regulations and access and safety procedures for the Premises adopted from time to time by Licensor. In the event Licensee requires the Site to offer electrical power and phone service, the costs of supplying these types of services will be the sole expense of Licensee. If, in the sole and reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference to equipment properly located on the Tower and Premises shall result from the operation of Licensee's equipment, provided that such equipment is in operation as of the date of this License, Licensee shall eliminate such interference within twenty-four (24) hours following verbal notice from Licensor or, otherwise, cease operations (except for short tests necessary for the elimination of such interference) until the interference has been corrected, provided, however, that if an emergency situation exists, which Licensor reasonably determines in its sole judgment to be attributable to Licensee's equipment, Licensor shall immediately notify Licensee verbally, who shall act immediately. Licensee shall defend, by counsel reasonably acceptable to Licensor and hold Licensor and the owner and their respective agents, partners, and employees harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including without limitation court costs and reasonable attorneys' fees and expenses, arising in connection with such shutdown. Licensee agrees to cease operation (except for short tests necessary for the elimination of the interference) until the interference has been corrected to the satisfaction of Licensor in the case of interference attributable to Licensee's equipment. If such interference has not been corrected within ten (10) days, Licensor or Licensee may, at their sole option, either terminate this License, or may require that Licensee immediately remove from the Premises the specific item of equipment causing such interference. All installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent,

placed there by Licensee ("Premises Improvements") shall, within ninety (90) days of the termination of this License ("Removal Term") by lapse of time or otherwise or upon the earlier termination of Licensee's right to possession, be removed from the Premises at Licensee's sole cost and expense. Licensee shall continue to pay the then current monthly rent during the Removal Term until Licensee has removed all Premises Improvements from the Premises. If Licensee does not remove its equipment from the Premises within 60 days after expiration or termination of this License, Owner may remove and store the equipment at Tenant's expense. Tenant must reimburse Owner for the actual removal and storage costs within 30 days after Owner provides to Tenant an invoice for the costs and reasonable supporting documentation. Licensee shall be liable for all claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with Premises Improvements as long as Premises Improvements remain on the Premises. Licensee shall repair any damage to the Premises caused by the Premises Improvements and the removal thereof, and restore the Premises to its condition prior to the execution of this License, reasonable wear and tear excepted. Licensee's removal of Premises Improvements from the Premises shall be deemed complete upon Licensor's approval, not to be unreasonably withheld, of an independent third party engineer's inspection of the Premises. Licensee shall keep its equipment and the areas immediately surrounding neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or occupant to the Storage Building. Licensor shall have no obligation to maintain, operate or safeguard the equipment. Licensor agrees to cause the prompt elimination of any disruption or interference with Licensee's equipment attributable to the equipment of Licensor's licensees operating in or about the Premises which is placed in operation after the date of this License. If such disruption or interference is not cured within ten (10) days following written notice from Licensee, Licensee may terminate this License at any time while such interference continues. Licensor agrees to protect Licensee's antenna or antenna equipment from the interference from future licensees or tenants of Licensor.

- 15. Property of Licensee and Its Sublicensees.** The Tower, the Storage Buildings, and the radio and communications equipment owned by Licensee or Licensee's sublicensees shall at all times remain personal property and shall not be considered fixtures or otherwise be considered permanently installed on or in the Premises. Upon expiration or termination of the License, Licensee shall promptly remove the Tower and all footers associated with said Tower and restore the Site to a reasonably even grade. Licensee shall further remove all associated facilities and feed cables and take all action necessary to restore the Site to its original condition, reasonable wear and tear excepted. Licensee shall have sole

responsibility for the maintenance, repair, and security of its Tower, Storage Buildings, and any other of its improvements, and shall keep the same in good repair and condition during the License term. Licensee shall adhere to OSHA safety requirements. Licensee shall place no advertising on the Site or on any structure on the Site, other than signs required by law or regulation. No equipment shall be stored on the Property outside of the Storage Buildings, and all appropriate permits must be obtained prior to construction and use of the Storage Buildings. All antenna panels shall be painted to match the water tower.

16. Covenants by Licensee to Comply with Laws. Licensee covenants and agrees that it shall at all times comply with all laws with respect to its possession of the Premises and the operation of its Tower Business on the Premises. Without otherwise limiting the foregoing, Licensee shall at all times comply with the Environmental Laws with respect to its possession of the Premises and the operation of its Tower Business.

17. Indemnification.

- a. Licensee agrees to indemnify and hold Licensor harmless from and against any and all injuries or damage to property as a result of the ownership and maintenance of the Tower by Licensee and Licensee's or sublicensee's operation of the Tower Business; provided, however, Licensee or sublicensee shall not be obligated to indemnify Licensor in the event the injuries or property damage are caused by the negligence or willful misconduct of Licensor.
- b. Licensor agrees to indemnify and hold Licensee harmless from and against any and all injuries or damage to property, to the extent allowable by law, as a result of the ownership of the Premises by Licensor and the operation of any business activities by Licensor, ; provided, however, that Licensor shall not be obligated to indemnify Licensee in the event the injuries or property damage are caused by the negligence or willful misconduct of Licensee or its sublicensees.

18. Conditions Precedent to Licensee's Obligations. Licensee's obligations under this License are subject to the completion and satisfaction of the following conditions precedent ("Conditions Precedent"):

- a. Licensee's obligations under this License are conditioned upon Licensee's satisfaction, at Licensee's sole cost and expense, in its sole discretion, with the status of the title to the Premises and that the Premises are free and clear of any liens, encumbrances, or exceptions other than those which do not interfere with Licensee's intended Tower Business (Exhibit D).

Licensee must, at Licensee's sole cost and expense, obtain an evaluation done by Dixon Engineering, Inc. 1104 Third Ave., Lake Odessa, Michigan (phone: (616) 374-3221), determining and verifying the structural integrity of the water tower and the water tower's ability to adequately

carry the loads imposed by the antennas and their associated cables, brackets, etc. In addition the installation should be reviewed to verify non-interference with other operating issues with the tank. That includes, but is not limited to, installation of cables, cable trays and hangers, etc. Such installation plan must be approved to preclude the need for removal when painting of the Tower may happen. Finally, work must be designed to meet applicable OSHA standards. Dixon Engineering's certification along with their review must be provided to and approved by Licensor as a condition precedent to the issuing of this License (Exhibit E).

c.If as a result of the search of the title or otherwise it is disclosed there is a mortgage on the Premises, then the mortgagee must execute a non-disturbance agreement in form acceptable to Licensee which assures Licensee of its right to occupy and use the Premises in the event of default on the mortgage.

- b. Licensee's satisfaction, in its sole discretion, of the condition of the Premises, including without limitation, the environmental condition of the Premises and the suitability of installing the Tower on the Premises.
- c. The determination by Licensee, in its sole discretion, that the Premises are properly zoned to allow Licensee to operate its Tower Business, including without limitation the construction of the Tower on the Premises.
- d. Licensor's written approval of the location of the Premises as shown on the Survey and of all construction plans the Tower and Storage Buildings, which approval shall not be unreasonably withheld.

Licensor shall reasonably cooperate with and assist Licensee in causing the Conditions Precedent to be completed and satisfied, and including without limitation, Licensor shall execute such documents and otherwise cooperate with and assist Licensee in obtaining the title insurance, the Survey, soil tests, environmental tests, and any necessary permits, approvals, consents and licenses from any applicable governmental authorities or agencies (including proper zoning classification). However, Licensor does not guarantee any such necessary permits, approvals, consents, and/or Licenses shall be granted to Licensee.

19. Information and Documents to be Provided by Licensor and Licensee's Right of Access to Premises. Upon execution of this License, Licensee (and its agents) may enter upon the Premises for purposes of obtaining the Survey, conducting soil tests, performing environmental studies, inspecting the Premises, and otherwise conducting such other tests as it deems necessary or desirable for purposes of determining the suitability of operating its Tower Business on the Premises, excluding the inner most Water Tank compound without scheduling an escort.

20. Completion of Construction. Licensee shall provide Licensor "as built" drawings of the equipment installed on the water tower and improvements

installed on the Property which show the actual location of all equipment and improvements. Such drawings shall be accompanied by a completed and detailed inventory of all equipment, personal property, and antenna facilities actually placed on the water tower. Licensor reserves the right to have all installation work inspected by a qualified third party consultant to ensure that it has been installed per the original plans and specifications. The third party inspection fees are the responsibility of the Licensee. Any modifications made during the construction must be reviewed and approved by Dixon Engineering and Licensor prior to installation.

21. Modification of Tower. Licensee may update or replace the Tower from time to time with the prior written approval of Licensor, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the licensed portions of the water tower is satisfactory to Licensor. Licensee shall submit to Licensor a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for Licensor's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies, plan review, and third party inspection, shall be paid by Licensee within thirty (30) days of receipt of a detailed invoice.

22. Confidentiality of City Information/Non-Disclosure. Licensee understands and agrees that data, materials, fees and information disclosed to Licensee may contain confidential and protected data. Therefore, the Licensee promises and assures that data, material, fees and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City. This contract and the terms associated with it may not be released to any other party without prior written consent of the City of Fort Wayne, Indiana.

23. Miscellaneous.

- a. **Benefit of Parties.** All of the terms and provisions of this License shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, entities, and heirs.
- b. **Counterparts.** This License may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- c. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this License shall be in writing, and delivery shall be sufficient in all respects if delivered personally or by registered or certified mail, postage prepaid, or by fax, or by private courier, addressed as follows:

If to Licensor:

City Utilities Engineering
200 E Berry Street, Suite 270
Fort Wayne, Indiana 46802

With a copy to:

City Attorney
200 E Berry Street, Suite 430
Fort Wayne, Indiana 46802

If to Licensee:

BY MAIL:

Sprint Property Services

Mailstop: KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, KS 66251-2650

with a copy to:

Sprint Legal Department

Mailstop: KSOPHT0101-Z2020

6391 Sprint Parkway

Overland Park, KS 66251-2020

Attn: Real Estate Attorney

or to such other address as may be specified in writing by any of the above.

- d. **Entire Agreement.** This License, including the Exhibits attached hereto and any documents or agreements specifically referred to herein, contain the entire understanding of the parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants, agreements or undertakings other than those expressly set forth or provided for in this License. This License supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby.
- e. **Governing Law.** This License shall be governed by and construed and enforced according to the laws of the State of Indiana. If any provision hereof is held to be invalid or unenforceable, it shall be enforceable to the fullest extent allowed by law and the remainder of this License shall continue in full force and effect.
- f. **Construction of License.** For purposes of interpreting and construing this License, no party shall be considered the drafter of the License.

- g. **Memorandum of License.** At Licensee's request, Licensor shall execute a recordable Memorandum of this License and such other documents reasonably requested by Licensee as may be necessary to protect Licensee's license interest.

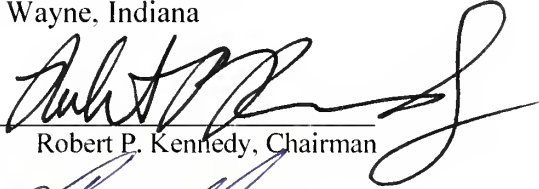
IN WITNESS WHEREOF, the parties have entered into this License effective as of the first date set forth above.

LICENSOR:

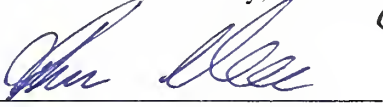
BOARD OF PUBLIC WORKS

City of Fort Wayne, Indiana

BY:


Robert P. Kennedy, Chairman

BY:


Kumar Menon, Member

BY:


Mike Avila, Member

ATTEST:


Lindsey L. Richards, Clerk

LICENSEE:

SPRINTCOM, INC., a Kansas corporation

By:


Richard Helmbricht

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the Undersigned, a Notary Public in and for said County and State, this 16 day of MARCH 2015, personally appeared Richard Helmbricht, the Market Manager of **SprintCom, Inc.**, and acknowledged the execution of the above and foregoing License Agreement on behalf of said corporation.

WITNESS my hand and notarial seal.

My Commission Expires:

OCT 10, 2018

Kerstin Palmer
Notary Public's Signature

Kerstin Palmer
Notary Public's Printed Name

Resident of Franklin County, OHIO



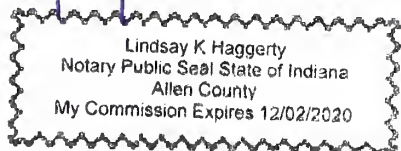
KERSTIN PALMER
Notary Public, State of Ohio
My Commission Expires
October 10, 2018

STATE OF IN)
) SS:
COUNTY OF Allen)

Before me the undersigned, a Notary Public in and for said county and state this 18 day of MARCH 2015, personally appeared Robert P. Kennedy Director, **Fort Wayne Board of Public Works** and acknowledged the execution of the above and foregoing License Agreement to be his voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12/02/2020



Lindsay K Haggerty
Notary Public's Signature

Lindsay K Haggerty
Notary Public's Printed Name

Resident of allen County, Indiana.

8 1111 112111



EXHIBIT A
(legal description)

Part of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 1, Township 31 North, Range 12 East, Allen County, Indiana; thence Easterly along the North line of the NE 1/4 of Section 1-31-12 a distance of 100.0 feet; thence Southerly with a deflection angle to the right of 89 degrees 24 minutes and parallel to the West line of the NE 1/4 of Section 1-31-12 a distance of 190 feet; thence Westerly with a deflection angle to the right of 90 degrees 36 minutes and parallel to the North line of Section 1-31-12 a distance of 100.0 feet to a point on the West line of the NE 1/4 of Section 1-31-12; thence Northerly with a deflection angle to the right of 89 degrees 24 minutes and along the West line of the NE 1/4 of Section 1-31-12 a distance of 190 feet to the point of beginning, containing 0.44 acres of land, more or less.

EXHIBIT B
(site)



PLANS PREPARED BY:
FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

EM

KEY PARTNER: _____



DRAWING NOTICE: THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF SPAIN AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF

REVISIONS	DESCRIPTION	DATE	BY	REASON
	QUOTED FOR S&S FINAL	05/20/14	MMW	0
	QUOTED FOR S&S FINAL	05/27/14	MMW	1
	QUOTED FOR S&S FINAL	07/19/14	MMW	2
	QUOTED DIXON S SHEETS	07/09/14	MMW	3

USC 884403
FORT WAYNE

884384 - CH51XC384

WHITE ADDRESS, 1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION

TITLE SHEET

[illegible]

T-1

PROJECT:	OCEAN NETWORK VISION & 2.5 EQUIPMENT
SITE NAME:	USC 884403 FORT WAYNE
SITE CASCADE:	CH51XC384
SITE NUMBER:	884384
SITE ADDRESS:	1016 EAST DUPONT ROAD FORT WAYNE, IN 46825
SITE TYPE:	EXISTING 150'-0" WATER TANK

PROPERTY OWNER:
FORT WAYNE CITY UTILITIES
200 EAST BERRY STREET, ROOM 130
FORT WAYNE IN 46802
CONTACT: STEVE SIMMONS
PHONE: (260) 740-1624

**1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825
ALLEN COUNTY**

GEOGRAPHIC COORDINATES:
LATITUDE: 41° 17' 38.2800" N, (41.177300)
LONGITUDE: 85° 10' 52.000" W, (-85.18130700)

ZONING JURISDICTION:

ZONING DISTRICT: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY

POWER COMPANY:
NORTHEASTERN REMC
CUSTOMER SERVICE: (260) 244-8111
AAV PROVIDER:

US SIGNAL
CUSTOMER SERVICE: (866) 2-SIGNAL
SPRINT CONSTRUCTION MANAGER:
RICHARD DUNLAP
PHONE: (317) 860-2341
EMAIL: richard.dunlap@sprint.com

EQUIPMENT SUPPLIER:
SAMSUNG TELECOMMUNICATIONS AMERICA (STA)
1301 EAST LOKOUT DRIVE
RICHARDSON, TX 75082-4124
PHONE: (972) 781-7000

Map of the study area showing the location of the site. The map includes Coldwater Rd, Woodland Plaza Dr, Ruston Rd, and Northstar Passage Trail. A compass rose indicates North. A scale bar shows 0, 100, and 200 feet. A legend identifies the site location with a black dot and the label 'SITE'.

- INSTALL NETWORK VISION & 2.5 EQUIPMENT
- INSTALL WABIS BRU CABINET
- INSTALL (4) BATTERIES IN PROPOSED WABIS BATTERY CABINET
- INSTALL (16) ANTENNA PIPES AND MOUNTS
- INSTALL (6) PANEL ANTENNAS
- INSTALL (6) RHV'S MOUNT TO PROPOSED PIPE
- INSTALL (3) HYBRID CABLES
- INSTALL PROPOSED PPC CABINET
- INSTALL PROPOSED 8' x 16' FIBER/STEEL PLATFORM

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE MOST RESTRICTIVE CODE OF THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

2008 INDIANA BUILDING CODE (2008 IBC WITH STATE AMENDMENTS)
1989 INDIANA PLUMBING CODE
2008 INDIANA MECHANICAL CODE
2009 INDIANA ELECTRICAL CODE (2008 NEC WITH AMENDMENTS)

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.



**Know what's below.
Call before you dig.**

SHT NO:	SHEET TITLE:	REV:	ENGINEER:
T-1	TITLE SHEET	2	DWC
SP-1	SPRINT SPECIFICATIONS	2	DWC
SP-2	SPRINT SPECIFICATIONS	2	DWC
A-1	SITE PLAN	2	DWC
A-2	TOWER ELEVATIONS & ANTENNA DETAILS	2	DWC
A-2A	ANTENNA & HYBRID CABLE DETAILS	2	DWC
A-3	RF DATA SHEET	2	DWC
A-4	RF DATA SHEET	2	DWC
A-5	RF DATA SHEET	2	DWC
A-6	ANTENNA DETAILS	2	DWC
A-6A	ANTENNA & HYBRID CABLE DETAILS	2	DWC
A-6B	AUXILIARY HYBRID CABLE DETAILS	2	DWC
A-7	BREAKOUT & EQUIPMENT DETAILS	2	DWC
A-7A	FRONT & REAR CABINET DETAILS	2	DWC
A-7B	REAR CABINET DETAILS	2	DWC
A-8	EQUIPMENT DETAILS	2	DWC
RF-1	ANTENNA & CABLE COLOR CODING DETAILS	2	DWC
E-1	GROUNDING DETAILS	2	DWC
E-2	DC POWER DETAILS & PANEL SCHEDULES	2	DWC
E-3	DC POWER ONE-LINE DETAILS	2	DWC
F-1	OVERALL FIBER PLAN	2	DWC
F-2	ENLARGED FIBER PLAN	2	DWC
F-3	AV (NID) ENCLOSURE ONE-LINE DIAGRAM	2	DWC
F-4	STANDARD DETAILS	2	DWC
S-1	STRUCTURAL DRAWINGS	2	OTHERS
S-2	STRUCTURAL DRAWINGS	2	OTHERS
S-3	PLATFORM DETAILS	2	DWC
S-4	PLATFORM DETAILS	2	DWC

SECTION 01 300 - CELL SITE CONSTRUCTION

NOTICE TO PROCEED:
NO WORK SHALL COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF WORK ORDER.

SITE CLEANLINESS: CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL REMAINING RUBBISH, IMPLEMENTS, TEMPORARY FACILITIES, AND SURPLUS MATERIALS.

SECTION 01 400 - SUBMITTALS & TESTS

AT THE COMPANY'S REQUEST, ANY ALTERNATIVES TO THE MATERIALS OR METHODS SPECIFIED SHALL BE SUBMITTED TO SPRINT'S CONSTRUCTION MANAGER FOR APPROVAL. SPRINT WILL REVIEW AND APPROVE ONLY THOSE REQUESTS MADE IN WRITING. NO VERBAL APPROVALS WILL BE CONSIDERED.

TESTS AND INSPECTIONS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION TESTS, INSPECTIONS AND PROJECT DOCUMENTATION.
1. CONTRACTOR SHALL ACCOMPLISH TESTING INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 1. CORD SWEEPS AND FIBER TESTS PER TS-0200 REV 4 ANTENNA LINE ACCEPTANCE STANDARDS.
 2. AGL AZIMUTH AND DOWNTILT: PROVIDE AN AUTOMATED REPORT UPLOADED TO SITERRA USING A SATELLITE POSITIONING SYSTEM (GPS) WITH AN ANTENNA ALIGNMENT TOOL (AAT). INSTALL ANTENNA, CENTERLINE AND DOWNTILT MUST CONFORM WITH RF CONFIGURATION DATA.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO ANY WORK IDENTIFIED AS UNACCEPTABLE IN SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.
4. ALL TESTING REQUIRED BY APPLICABLE INSTALLATION WOPS.
5. REQUIRED CLOSEOUT DOCUMENTATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
 1. AZIMUTH, DOWNTILT, AGL FROM SUNSIGHT INSTRUMENTS – ANTENNA ALIGNMENT TOOL (AAT).
 2. SWEEP AND FIBER TESTS.
 3. SCALABLE BARCODE PHOTOGRAPHS OF TOWER TOP AND INACCESSIBLE SERIALIZED EQUIPMENT.
 4. ALL AVAILABLE JURISDICTIONAL PERMIT AND OCCUPANCY INFORMATION.
 5. PDF SCAN OF REDLINES PRODUCED IN FIELD.
 6. A PDF SCAN OF REDLINE MARK-UPS SUITABLE FOR USE IN ELECTRONIC AS-BUILT DRAWING PRODUCTION.
 7. LIEN WAIVERS.
 8. FINAL PAYMENT APPLICATION.
 9. REQUIRED FINAL CONSTRUCTION PHOTOS.
 10. CONSTRUCTION AND COMMISSIONING CHECKLIST COMPLETE WITH NO DEFICIENT ITEMS.
 11. APPLICABLE POST NTP TASKS INCLUDING DOCUMENT UPLOADS COMPLETED IN SITERRA (SPRINT'S DOCUMENT REPOSITORY OF CLOSEOUT).
 12. CLOSEOUT PHOTOGRAPHS AND CLOSEOUT CHECKLIST: SPRINT WILL PROVIDE SEPARATE GUIDANCE.

SECTION 01 102 - SCOPE OF WORK

SHALL COMPLY WITH ALL APPLICABLE ADOPTED CODES AND STANDARDS, AND PORTIONS THEREOF.

SHOULD CONFLICTS OCCUR BETWEEN THE STANDARD CONSTRUCTION SPECIFICATIONS FOR WIRELESS SITES INCLUDING THE STANDARD CONSTRUCTION DETAILS FOR WIRELESS SITES AND THE CONSTRUCTION DRAWINGS, INFORMATION ON THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE.

SITE FAMILIARITY: CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.

ON-SITE SUPERVISION:
THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

ALL CHANGE SPECIFICATIONS AND DETAILS REQUIRED AT JOBSITE:
THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A FULL SET OF THE CONSTRUCTION DRAWINGS AT THE JOBSITE FROM MOBILIZATION THROUGH CONSTRUCTION COMPLETION.

1. MARK THE FIELD SET OF DRAWINGS IN RED, DOCUMENTING ANY CHANGES FROM THE CONSTRUCTION DOCUMENTS.

METHODS OF PROCEDURE (MOPS) FOR CONSTRUCTION:

CONTRACTOR SHALL PERFORM WORK AS DESCRIBED IN:

- A. COAX COLOR CODING SWEEPS AND FIBER TESTING TS-D200 AND EL-0568
- B. CABLE LABELING EN-2012-00
- C. APPLICABLE INSTALLATION MOPS IDENTIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS

SECTION 01 200 - COMPANY FURNISHED MATERIAL AND EQUIPMENT

1. COMPANY FURNISHED MATERIAL AND EQUIPMENT IS IDENTIFIED ON THE RF DATA SHEET IN THE CONSTRUCTION DRAWINGS.

3. CONTRACTOR IS RESPONSIBLE FOR SPRINT PROVIDED MATERIAL AND EQUIPMENT TO ENSURE IT IS PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION.
4. CONTRACTOR IS RESPONSIBLE FOR RECEIPT OF SPRINT FURNISHED EQUIPMENT AT CELL SITE OR CONTRACTORS' LOCATION. CONTRACTOR TO COMPLETE SHIPPING AND RECEIPT DOCUMENTATION IN ACCORDANCE WITH COMPANY PRACTICE.

SECTION 11 700 - ANTENNA ASSEMBLY, REMOTE RADIO UNITS
AND CABLE INSTALLATION

SUMMARY: THIS SECTION SPECIFIES INSTALLATION OF ANTENNAS, RRU'S, AND CABLE EQUIPMENT, INSTALLATION, AND TESTING OF COAXIAL FIBER CABLE.

ANTENNAS AND RRU'S:
THE NUMBER AND TYPE OF ANTENNAS AND RRU'S TO BE INSTALL IS DETAILED ON THE CONSTRUCTION DRAWINGS.

HYBRID CABLE: HYBRID CABLE WILL BE DC/FIBER AND FURNISHED FOR INSTALLATION AT EACH SITE. CABLE SHALL BE INSTALLED PER THE CONSTRUCTION DRAWINGS AND THE APPLICABLE MANUFACTURER'S REQUIREMENTS.

JUMPERS AND CONNECTORS: JUMPERS BETWEEN THE RUU'S AND ANTENNAS. JUMPERS SHALL BE TYPE LDF 4, FLC 12-50, CR 540, OR FAL 540. SUPER-FLEX CABLES ARE NOT ACCEPTABLE. JUMPERS BETWEEN THE RUU'S AND ANTENNAS OR TOWER TOP AMPLIFIERS SHALL CONSIST OF 1/2 INCH COAXIAL CABLE, MIN. LENGTH FOR JUMPER SHALL BE 10'-0".

NOTE ELECTRICAL TILT (RET) CABLES:

- [illegible]

HYBRID CABLE INSTALLATIONS:

- a. THE CONTRACTOR SHALL ROUTE, TEST, AND INSTALL ALL CABLES AS INDICATED ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- b. THE INSTALL RADII OF THE CABLES SHALL NOT BE LESS THAN THE MANUFACTURER'S SPECIFICATIONS FOR BENDING RADI.
- c. EXTREME CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE CABLES DURING HANDLING AND INSTALLATION.
 1. FASTENING HOOKS REQUIRED: ALL CABLES SHALL BE INSTALLED INSIDE MONOPOLE WITH CABLE SUPPORT CLIPS AS REQUIRED BY THE MANUFACTURER.
 2. FASTENING INDIVIDUAL FIBER AND DC CABLES ABOVE BREAKOUT ENCLOSURE (MEDUSA), WITHIN THE MAINS CABINET AND ANY INTERMEDIATE DISTRIBUTION BOXES:
 - a. FIBER: FIBER BUNDLES USING 1/2" VELCRO STRAPS OF THE REQUIRED LENGTH AT 18" OC. STRAPS SHALL BE UV, OIL AND WATER RESISTANT AND APPROVED EQUIV.
 - b. DC: SUPPORT DC BUNDLES WITH 2" P. TIES OF THE APPROPRIATE LENGTH. ZIP TIES TO BE UV STABILIZED, BLACK NYLON, WITH TENSILE STRENGTH AT 12,000 P.S.I. MANUFACTURED BY NELLO PRODUCTS OR EQUAL.
 3. FASTENING JUMPS: SECURE JUMPS TO THE SIDE ARMS OR HEAD FRAMES USING STAINLESS STEEL, TIE WRAPS OR STAINLESS STEEL BUTTERFLY CLIPS.

WEATHERPROOFING EXTERIOR CONNECTORS AND HYBRID CABLE GROUND KITS:

1. ALL FIBER & COAX CONNECTORS AND BOUNDING KITS SHALL BE WEATHERPROOFED.
2. ALL WEATHERPROOFING USING ONE OF THE FOLLOWING METHODS, ALL INSTALLATIONS MUST BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INDUSTRY BEST PRACTICES.
3. 1. COULDS WARP OF ELECTRICAL TAPE, EXTENDING 2' BEYOND TUBING, PROVIDE A DOUBLE WRAP OF SELF-ALUMINATING TAPE, APPLY A DOUBLE WRAP OF SELF-ALUMINATING TAPE 2' BEYOND CONNECTOR, APPLY A SECOND WRAP OF SELF-ALUMINATING TAPE 2' BEYOND CONNECTOR, AND APPLY A THIRD WRAP OF SELF-ALUMINATING TAPE 2' BEYOND THE SELF-ALUMINATING TAPE.
4. 3M SUM LOCK CLOSURE 716. SUBSTITUTIONS WILL NOT BE ALLOWED.

SECTION 11.800 - INSTALLATION OF MULTIMEDIA BASE STATIONS
(WIRELESS) AND RELATED EQUIPMENT

SUMMARY:

- A. THIS SECTION SPECIFIES WIRELESS CABINETS, POWER CABINETS, AND INTERNAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, RECTIFIERS, POWER DISTRIBUTION UNITS, BASE BAND UNITS, SURGE ARRESTORS, BATTERIES, AND SIMILAR EQUIPMENT FURNISHED BY THE COMPANY FOR INSTALLATION BY THE CONTRACTOR (P/OC).
- B. CONTRACTOR SHALL PROVIDE AND INSTALL ALL MISCELLANEOUS MATERIALS AND PROVIDE ALL LABOR REQUIRED FOR INSTALLATION EQUIPMENT IN EXISTING CABINET OR NEW CABINET AS SHOWN ON DRAWINGS AND AS REQUIRED BY THE APPLICABLE INSTALLATION WORK.
- C. COMPLY WITH MANUFACTURER'S INSTALLATION AND START-UP REQUIREMENTS.

DE CIRCUIT BREAKER LABELING

- A. NEW DC CIRCUIT IS REQUIRED IN WIRELESS CABINET SHALL BE CLEARLY IDENTIFIED AS TO RRU BEING SERVICED.

SECTION 26.100 - BASIC ELECTRICAL REQUIREMENTS

SUMMARY:

THIS SECTION SPECIFIES BASIC ELECTRICAL REQUIREMENTS FOR SYSTEMS AND COMPONENTS.

QUALITY ASSURANCE:

- A. ALL EQUIPMENT FURNISHED UNDER DIVISION 26 SHALL CARRY UL LABELS AND LISTINGS WHERE SUCH LABELS AND LISTINGS ARE AVAILABLE IN THE INDUSTRY.
- B. MANUFACTURERS OF EQUIPMENT SHALL MAKE A MINIMUM OF THREE YEARS EXPERIENCE WITH THEIR EQUIPMENT INSTALL AND OPERATING IN THE FIELD IN A USE SIMILAR TO THE PROPOSED USE FOR THIS PROJECT.
- C. MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT SPECIFIED IN DIVISION 26 OF THE MATERIALS SHALL BE OF THE SAME MANUFACTURER AND SHALL BE NEW, OF THE BEST QUALITY AND DESIGN, AND FREE FROM DEFECTS.

SUPPORTING DEVICES:

- A. MANUFACTURED STRUCTURAL SUPPORT MATERIALS SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY THE FOLLOWING:
1. ALIQUOT TUBE AND CONDUIT.
 2. B-LINE SYSTEM.
 3. UNISTRUT OVERSIZED PRODUCTS.
 4. THOMAS & BETTS.
- B. FASTENERS: TYPES, MATERIALS, AND CONSTRUCTION FEATURES AS FOLLOWS:
1. EXPANSION ANCHORS: CARBON STEEL WEDGE OR SLEEVE TYPE.
 2. POWER-DRIVEN THREADED STUDS: HEAT-TREATED STEEL, DESIGNED SPECIFICALLY FOR THE INTENDED SERVICE.
 3. FASTEN BY MEANS OF WOOD SCREWS ON WOOD.
 4. TOGGLE BOLTS ON HOLLOW MASONRY UNITS.
 5. CONCRETE INSERTS OR EXPANSION BOLTS ON CONCRETE OR SOLID MASONRY.
 6. MACHINE SCREWS, WELDED THREADED STUDS, OR SPRING-TENSION CLAMPS ON STEEL.
 7. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE SHALL NOT BE PERMITTED.
 8. DO NOT WELD CONDUIT, PIPE STRAPS, OR ITEMS OTHER THAN THREADED STUDS TO STEEL STRUCTURES.
 9. IN PARTITIONS OF LIGHT STEEL CONSTRUCTION, USE SHEET METAL SCREWS.

SUPPORTING DEVICES:

- A. INSTALL SUPPORTING DEVICES TO FASTEN ELECTRICAL COMPONENTS SECURELY AND PERMANENTLY IN ACCORDANCE WITH NEC.
- B. COORDINATE WITH THE BUILDING STRUCTURAL SYSTEM AND WITH OTHER TRADES.
- C. OTHERWISE INDICATED ON THE DRAWINGS, FASTEN ELECTRICAL ITEMS AND THEIR SUPPORTING FRAMEWORK SECURELY TO THE STRUCTURE IN ACCORDANCE WITH THE FOLLOWING:
1. FASTENERS SHALL BE APPLIED BY ANY FASTENER DOES NOT EXCEED 25 PERCENT OF THE PROOF TEST LOAD.
 2. USE VIBRATION AND SHOCK-RESISTANT FASTENERS FOR ATTACHMENTS TO CONCRETE SLABS.

ELECTRICAL IDENTIFICATION:

- A. UPDATE AND PROVIDE TYPED CIRCUIT BREAKER SCHEDULES IN THE MOUNTING BRACKET, INSIDE DOORS OF ALL PANEL BORDERS WITH ANY CHANGES MADE TO THE AS SYSTEM.
- B. BRANCH CIRCUITS FEEDING AVIATION OBSTRUCTION LIGHTING EQUIPMENT SHALL BE CLEARLY IDENTIFIED AS SUCH AT THE BRANCH CIRCUIT PANELBOARD.

SECTION 26.200 - ELECTRICAL MATERIALS AND EQUIPMENT

SUMMARY:

- A. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE USED FOR EXTERIOR LOCATIONS ABOVE GROUND. CONDUIT SHALL BE GALVANIZED TO MEET THE REQUIREMENTS OF ASTM A362. CONDUIT AND FITTINGS SHALL BE STEEL COATED WITH ZINC EXTERIOR AND INTERIOR BY THE HOT DIP GALVANIZING PROCESS. CONDUIT SHALL BE PRODUCED TO MEET SPECIFICATIONS C80.1, C80.2, C80.3, C80.4, C80.5, C80.6, C80.7, C80.8, C80.9, C80.10, C80.11, C80.12, C80.13, C80.14, C80.15, C80.16, C80.17, C80.18, C80.19, C80.20, C80.21, C80.22, C80.23, C80.24, C80.25, C80.26, C80.27, C80.28, C80.29, C80.30, C80.31, C80.32, C80.33, C80.34, C80.35, C80.36, C80.37, C80.38, C80.39, C80.40, C80.41, C80.42, C80.43, C80.44, C80.45, C80.46, C80.47, C80.48, C80.49, C80.50, C80.51, C80.52, C80.53, C80.54, C80.55, C80.56, C80.57, C80.58, C80.59, C80.60, C80.61, C80.62, C80.63, C80.64, C80.65, C80.66, C80.67, C80.68, C80.69, C80.70, C80.71, C80.72, C80.73, C80.74, C80.75, C80.76, C80.77, C80.78, C80.79, C80.80, C80.81, C80.82, C80.83, C80.84, C80.85, C80.86, C80.87, C80.88, C80.89, C80.90, C80.91, C80.92, C80.93, C80.94, C80.95, C80.96, C80.97, C80.98, C80.99, C80.100, C80.101, C80.102, C80.103, C80.104, C80.105, C80.106, C80.107, C80.108, C80.109, C80.110, C80.111, C80.112, C80.113, C80.114, C80.115, C80.116, C80.117, 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- B. UNIFORM THICK FLEXIBLE METALLIC CONDUIT SHALL BE USED FOR FINAL CONNECTION TO EQUIPMENT. FITTINGS SHALL BE METALLIC AND TYPE COMPRESSION FITTINGS, MAINTAINING THE INTEGRITY OF CONDUIT SYSTEM. SET SCREW CONNECTIONS SHALL NOT BE ACCEPTABLE.
- C. CONDUIT SHALL BE PROTECTED BY A MINIMUM OF 1/2" THICK CONCRETE OR EQUIVALENT. CONDUIT SHALL BE PROTECTED AND SUPPORTED AS REQUIRED BY NEC. MANUFACTURERS OF FLEXIBLE CONDUITS SHALL BE CAROL, ANACONDA METAL HOSE OR UNIVERSAL METAL HOSE, OR APPROVED EQUAL.
- F. MINIMUM SIZE CONDUIT SHALL BE 3/4" INCH (21MM).

HUBS AND BOXES:

- A. AT ENTRANCES TO CABINETS OR OTHER EQUIPMENT NOT HAVING INTERNAL THREADED HUBS, PROVIDE METALLIC THREADED HUBS OF THE SIZE AND CONFIGURATION REQUIRED. HUB SHALL INCLUDE LOCKWIT AND NEOPRENE O-RING SEAL PROVIDE IMPACT RESISTANT 100 DEGREE C PLASTIC BUSHINGS TO PROTECT CABLE INSULATION.
- B. CABLE TERMINATION FITTINGS FOR CONDUIT
1. CABLE TERMINATORS FOR RGS CONDUITS SHALL BE TYPE CRC BY O-Z/GENNEY OR EQUAL BY KNOTTE.
 2. CABLE TERMINATORS FOR LYMC SHALL BE ETCO - CLODTS, OR MADE FOR THE PURPOSE PRODUCTS BY KNOTTE.
- C. EXTERIOR WALL BOXES AND PULL BOXES IN INTERIOR INDUSTRIAL AREAS SHALL BE PLATED COVER AND STAINLESS STEEL COVER SCREWS. CHOUSE-HINDS WAB SERIES OR EQUAL.
- D. CONDUIT OUTLET BOXES SHALL BE PLATED CAST ALLOY WITH SIMILAR CASSET COVERS. OUTLET BOXES SHALL BE OF THE CONFIGURATION AND SIZE SUITABLE FOR THE APPLICATION. PROVIDE CHOUSE-HINDS FORM 8 OR EQUAL.
- E. MANUFACTURER FOR BOXES AND COVERS SHALL BE HOFFMAN, SQUARE "D", CROUSE-HINDS, COOPER, ADALTE, APPLETON, O-Z GENNEY, IMCO, OR APPROVED EQUAL.

SUPPLEMENTAL GROUNDING SYSTEM:

- A. FURNISH AND INSTALL A SUPPLEMENTAL GROUNDING SYSTEM TO THE EXISTING INDICATED ON THE DRAWINGS. SUPPORT SYSTEM WITH NON-MAGNETIC STAINLESS STEEL CLIPS WITH RUBBER GROMMETS. GROUNDING CONNECTIONS SHALL BE TINED COPPER WIRE, SIZES AS INDICATED ON THE DRAWINGS. PROVIDE STRAPPED ON SOLID BARE OR INSULATED CONDUCTORS EXCEPT AS OTHERWISE NOTED.
- B. SUPPLEMENTAL GROUNDING SYSTEM. ALL CONNECTIONS TO BE MADE WITH OAD WELDS, EXCEPT FOR THE FOLLOWING: 1. CONDUIT CONNECTIONS TO BE MADE WITH OAD WELDS, EXCEPT MANUFACTURER, AT GROUND BARS USE TWO HOLE SPACES WITH NO-OL.
- C. STOLEN GROUND-BARS, IN THE EVENT OF STOLEN GROUND BARS, CONTACT SPRINT FOR REPLACEMENT INSTRUCTION USING THREADED TWO KITS.

EXISTING STRUCTURE:

- A. EXISTING EXPOSED WIRING AND ALL EXPOSED OUTLETS, RECEPTACLES, SWITCHES, DEVICES, AND EQUIPMENT SHALL BE REMOVED OR DE-ENERGIZED AND CAPPED IN THE WALL, CEILING, OR FLOOR SO THAT THEY ARE CONCEALED AND SAFE. WALL, CEILING, OR FLOOR SHALL BE PATCHED TO MATCH THE ADJACENT CONSTRUCTION.

CONDUIT AND CABLE ROUTING:

- A. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS. NON-PERFORATED STRAPS SHALL BE USED TO FASTEN CONDUITS TO STRUCTURE. CONDUITS SHALL BE PERMITTED TO FOLLOW THE LINES OF THE STRUCTURE. MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE CONDUITS SHALL BE MADE BY USING 90 DEGREE ELBOWS. CONDUITS SHALL NOT BE RUN UNDER WALLS AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING CONDUITS. CONDUITS SHALL BE PROTECTED BY A MINIMUM OF 1/2" THICK CONCRETE BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKWIT ON OUTSIDE AND INSIDE.
- B. CONDUCTORS SHALL BE PULLED IN ACCORDANCE WITH ACCEPTED GOOD PRACTICE.



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INDIANAPOLIS, IN 46278



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USC 884403
FORT WAYNE

884384 - CH51XC384

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SPRINT
SPECIFICATIONS

SP-2



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SHEET DESCRIPTION:
SITE PLAN

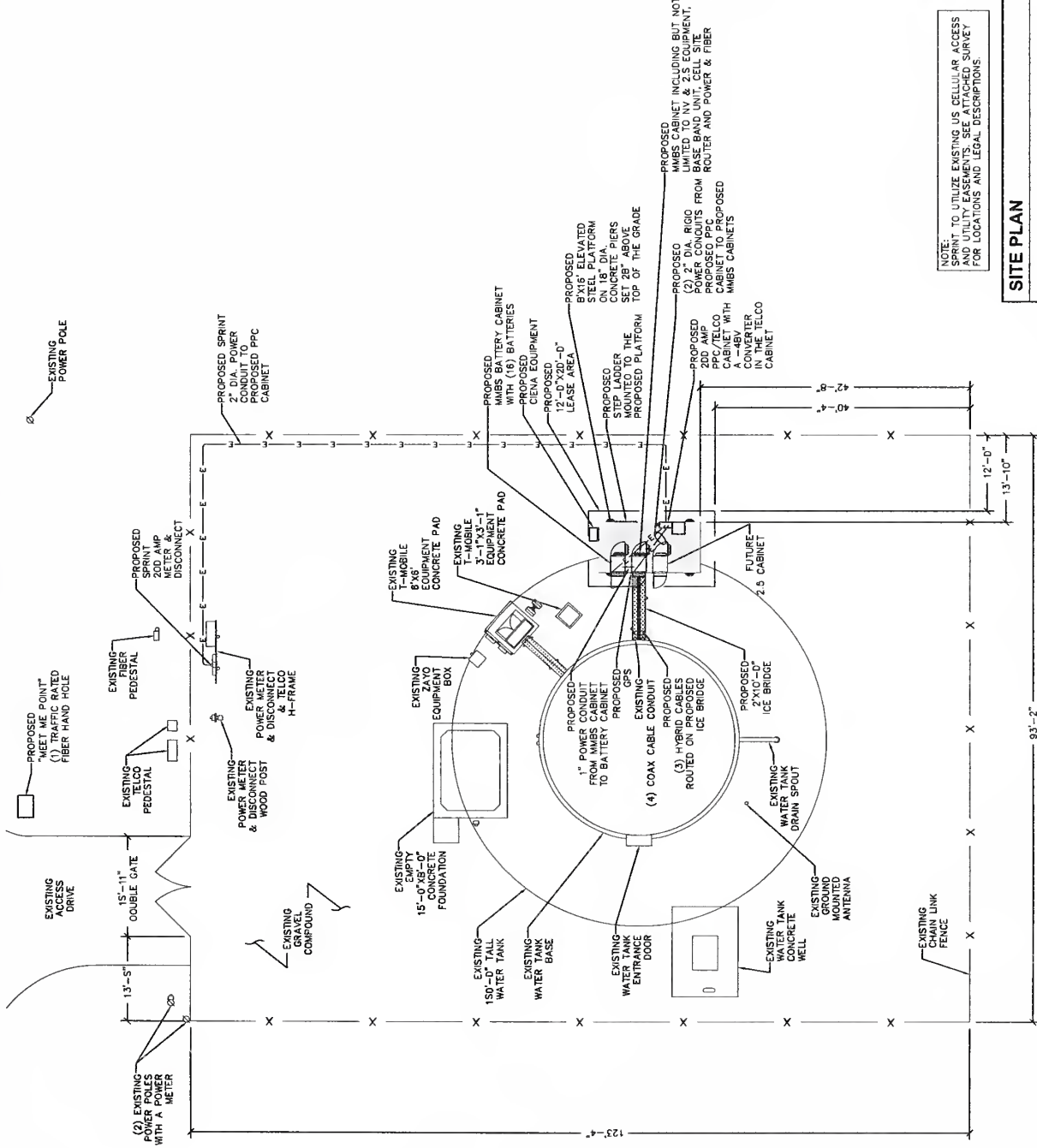
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A-1

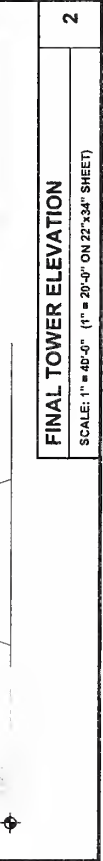


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SITE PLAN

SCALE: 1/16" = 1'-0" (1/8"=1'-0" ON 22"x34" SHEET)







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SITE CASCAD:

884384 - CH51XC384

SITE ADDRESS:

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:

ANTENNA & HYBRID
CABLE DETAILS

SHEET NUMBER:

A-2A

PROPOSED 800/1800 ANTENNA SCHEDULE

SECTOR	ANTENNA NUMBER	ANTENNA MANUFACTURER	ANTENNA MODEL	HYBRID CABLES	CABLE JUMPS	AZIMUTH	RAD CENTER	ELECT TILT	MECH TILT	RRH MODEL	JUMPER SIZE	JUMPER LENGTH	RF FILTER
18	800/1800 MHz	KW	ET-X-75-70-18-82-18-IR-RD	(3) SAMSUNG HYBRID CABLE 240' LONG	(4) @ 45°	0°	158°	-2	0	RRH-CZ/RRH-P4	1/2"	8'	N/A
28	800/1800 MHz	KW	ET-X-75-70-15-82-18-IR-RD		(4) @ 45°	180°	158°	-2	0	RRH-CZ/RRH-P4	1/2"	8'	N/A
38	800/1800 MHz	KW	ET-X-75-70-15-82-18-IR-RD		(4) @ 45°	280°	158°	-2	0	RRH-CZ/RRH-P4	1/2"	8'	N/A

PROPOSED 2.3 ANTENNA SCHEDULE

SECTOR	ANTENNA NUMBER	ANTENNA MANUFACTURER	ANTENNA MODEL	AUXILIARY HYBRID CABLES	AUXILIARY CABLE JUMPS	AZIMUTH	RAD CENTER	ELECT TILT	MECH TILT	RRH MODEL	JUMPER SIZE	JUMPER LENGTH	RF FILTER
1C	2500 MHz	KW	ET-X-WM-18-05-3P	EXISTING	(2) @ 45°	0°	158°	-2	0	RRH-V3	1/2"	8'	N/A
2C	2500 MHz	KW	ET-X-WM-18-05-3P		(2) @ 45°	180°	158°	-2	0	RRH-V3	1/2"	8'	N/A
3C	2500 MHz	KW	ET-X-WM-18-05-3P		(2) @ 45°	280°	158°	-2	0	RRH-V3	1/2"	8'	N/A

NOTES

1. DIMENSIONS OF EXISTING ANTENNAS SPACING OR PLACEMENT ARE APPROXIMATE. CONTRACTOR SHALL VERIFY EXISTING ANTENNA PLACEMENT (SEE GENERAL NOTES, SHEETS 0H-1 AND 0H-2).

2. PROPOSED SPRINT ANTENNAS INCLUDE RESPECTIVE BRUS WHICH SHALL BE MOUNTED ON A PIPE BEHIND THE ANTENNA SIMILAR TO THAT SHOWN ON SHEET A-2.

3. FIELD TO VERIFY EXISTING AZIMUTH BEFORE RELOCATING THE ANTENNA. IF REQUIRED, REQUEST APPROVAL FROM SPRINT TO BE OBTAINED BEFORE RELOCATION OF ANTENNAS.

NOTE:
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ANTENNA & HYBRID CABLE DETAILS

SCALE: N.T.S.

1

Site Information

Site Address: CHS384
 East Dupont Road Fort Wayne, IN 46825
 Structure Description: Water Tower
 Measured Site Latitude: 41.7783
 Measured Site Longitude: -85.7503
 Site Street: EAST DUPONT ROAD FORT WAYNE
 Site City: FORT WAYNE
 Site State: IN
 Site Zip: 46825

Carrier Information	Carrier Count	Frequencies
Voice - 800	0	
Voice - 800	0	
Voice - 1900	2	
Voice - 1900	2	
LE 1900	2	
LE 1900	1	
Total 800	0	
Total 1900	5	
Total 2500	1	

Carrier Information	Carrier Count	Frequencies
Voice - 800	0	
Voice - 800	0	
Voice - 1900	2	
Voice - 1900	2	
LE 1900	2	
LE 1900	1	
Total 800	0	
Total 1900	5	
Total 2500	1	

Carrier Information	Carrier Count	Frequencies
Voice - 800	0	
Voice - 800	0	
Voice - 1900	2	
Voice - 1900	2	
LE 1900	2	
LE 1900	1	
Total 800	0	
Total 1900	5	
Total 2500	1	

Carrier Information	Carrier Count	Frequencies
Voice - 800	0	
Voice - 800	0	
Voice - 1900	2	
Voice - 1900	2	
LE 1900	2	
LE 1900	1	
Total 800	0	
Total 1900	5	
Total 2500	1	

PLANS PREPARED FOR:



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RF PARTNER:



CUSTOMER REFERENCE:



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USC 884403
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SITE CALCUSE:

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SITE ADDRESS:

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SHEET DESCRIPTION:

RF DATA SHEET

SHEET NUMBER:

A-3

ANTENNA SCHEDULES & PARTS LIST

SCALE: N.T.S.

1

PLANS PREPARED FOR



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5				
6				
7				
8				
9				
10				

SITE NAME

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FORT WAYNE

SITE ADDRESS

884384 - CH51XC384

SHEET DESCRIPTION

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

RF DATA SHEET

RF DATA SHEET

SHEET NUMBER

A-4

NOT USED
AT THIS TIME

RRU CABLE MARKING LOCATIONS DIAGRAM

SCALE: N.T.S.

1



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FORT WAYNE

◆ SITE CASCADE.

884384 - CH51XC384

SITE ADDRESS

1016 EAST DUPONT ROAD
FORT WAYNE IN 46825

SHEET DESCRIPTION

RF DATA SHEET

SHEET NUMBER:

A-5

ANTENNA MOUNTING NOTES

1. APPROXIMATE LENGTH OF (1) HYBRID CABLE RUN = APPROX. LENGTH OF ICE BRIDGE + ANTENNA MOUNTING HEIGHT + 20 FEET
2. CONTRACTOR SHALL VERIFY THE DOWNHILL OF EACH ANTENNA WITH A DIGITAL LEVEL.
3. CONTRACTOR TO CONFIRM HYBRID CABLE COLOR CODING PRIOR TO CONSTRUCTION.

CABLE MARKING NOTES

1. ALL CABLES SHALL BE UNWRAPPED WITHIN 7'.
2. WHERE UN STABILIZED, UN IMPROVED TAP.
3. THE FIRST RING SHALL BE CLOSEST TO THE END OF THE CABLE AND SPACED APPROXIMATELY HALF THE DISTANCE FROM THE NEXT BREAKOUT UNIT. THERE SHALL BE 1" SPACE BETWEEN EACH RING.
4. A 2" PAD SHALL SEPARATE THE CABLE COLOR CODE FROM THE FREQUENCY COLOR CODE. THE COLOR CODE SHALL BE IDENTICAL TO EACH OTHER WITH NO SPACES.
5. THE 2" PADDED TUPES(S) SHALL BE WRAPPED A MINIMUM OF 3 TIMES AROUND THE INDIVIDUAL CABLES, AND THE TAPE MUST BE IDENTICAL TO THE SAME LOCATION AS MUCH AS POSSIBLE.
6. STEPS WITH MORE THAN FOUR (4) SECTIONS WILL REQUIRE ADDITIONAL RUNS FOR EACH SECTION, FOLLOWING THE PATTERN, HIGH OR LOW, OF THE PREVIOUS SECTION. CABLES IDENTIFIED BY BLUE DUNGS ARE TAP.
7. MARLBOR PEER CABLE SHALL BE SECTION IDENTIFIED INSIDE OF THE CABINET ON THE PEER CABLES. ON THE SEAMITE, ON THE PEER CABLES, THE CABLES SHALL BE IDENTIFIED BEFORE AND AFTER THE BREAKOUT UNIT (MIDSPAN), AS WELL AS BEFORE AND AFTER ANY TRUNK W/ OR EXIT.
8. HFC "MAIN TRUNK" WILL NOT BE MARKED WITH THE FREQUENCY CODES, AS IT CONTAINS ALL FREQUENCIES.
9. INDIVIDUAL PEER PAIRS AND PEER BUNDLES SHOULD BE IDENTIFIED WITH THE CABLE NUMBER AND POWER BANDS.

NOT USED
NOT THIS
AT

RRU CABLE MARKING LOCATIONS DIAGRAM

SCALE: N.T.S.

→



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ISSUED DRAFT & SHEET 3		07/03/14	MM	3

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SITE CAGECODE:
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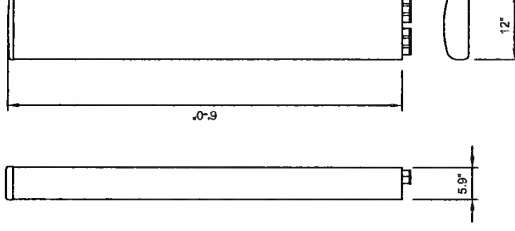
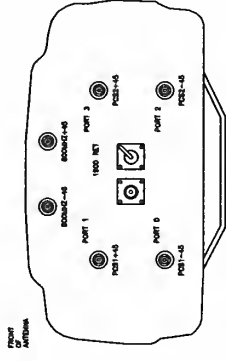
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FORT WAYNE, IN 46225

SHEET DESCRIPTION:
ANTENNA & HYBRID
CABLE DETAILS

SHEET NUMBER:
A-6

KMW ANTENNA ET-X-TS-70-16-62-18-IR-RD

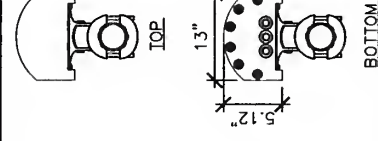
DIMENSIONS, HWWD: 1829x300x150mm (72.0"x12"x5.9")
 WEIGHT, W/O CLAMP: 39.68 lbs
 CONNECTOR: (6) 7/16 DIN FEMALE



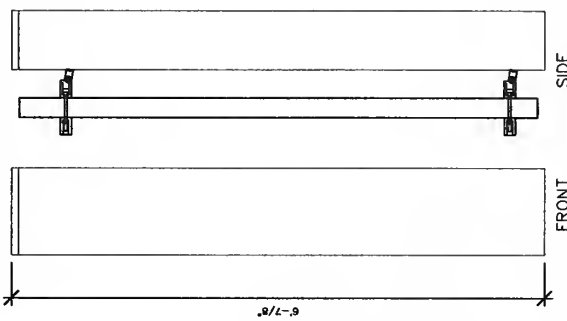
PROPOSED ANTENNA SPECIFICATIONS

SCALE: N.T.S.

RFS ANTENNA APXV9ERR18-C-A20

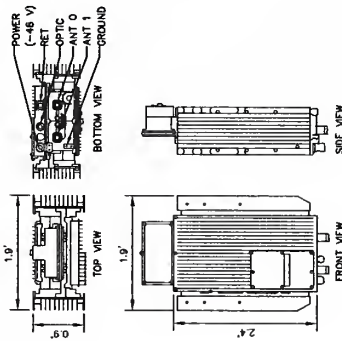


MANUFACTURER: RFS
 MODEL: APXV9ERR18-C-A20
 WEIGHT W/O MOUNTING: 40 LBS
 DIMENSIONS: 18" x 18" x 18"
 FREQUENCY: REFER TO RF DATA SHEET



PROPOSED ANTENNA SPECIFICATIONS

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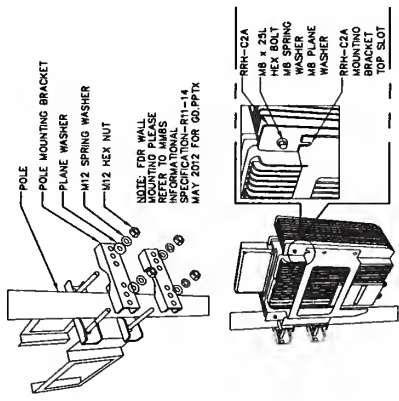


800 MHz RRH-C2A

SCALE: N.T.S.

1900 MHz RRH-P4

SCALE: N.T.S.



NOTE: FOR WALL
 MOUNTING PLEASE
 CONSULT THE
 INFORMATIONAL
 SPECIFICATION-RH-14
 MAY 2012 FOR GO.PTX

800 MHz RRH 2ND GEN POLE MOUNT

SCALE: N.T.S.



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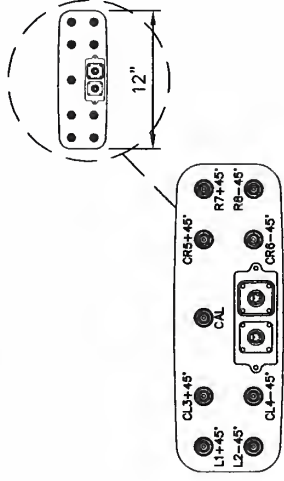
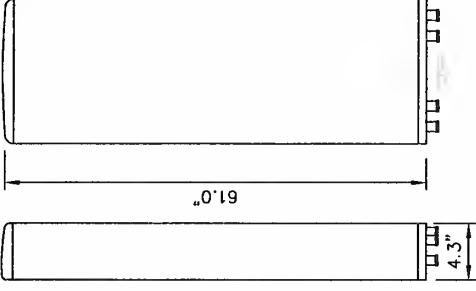
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SHEET DESCRIPTION:
ANTENNA & HYBRID
CABLE DETAILS

SHEET NUMBER:
A-6A

KMW ANTENNA ET-X-WM-18-65-8P

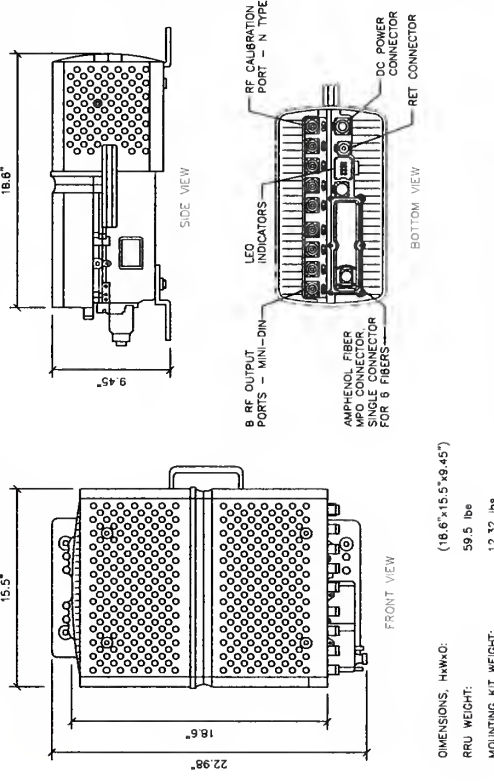
DIMENSIONS, LxWxD: 1550x305x110mm (61.0"x12"x4.3")
WEIGHT, WITH PRE-MOUNTED BRACKETS: 36.4 lbs
CONNECTOR: (8) 7/16 DIN FEMALE / BOTTOM



2.5 ANTENNA DETAIL

SCALE: N.T.S.

2

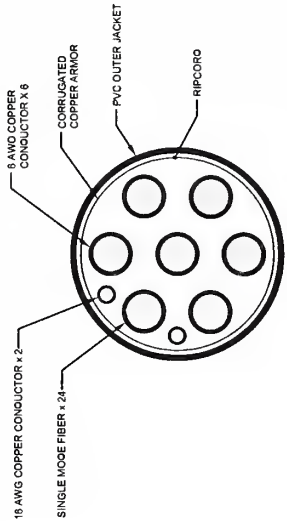


DIMENSIONS, HxWxD: (16.6"x15.5"x9.45")
RRU WEIGHT: 59.5 lbs
MOUNTING KIT WEIGHT: 12.32 lbs

2.5 RRU DETAIL

SCALE: N.T.S.

3



NOTE: CABLE CROSS-SECTION NOT DRAWN TO SCALE

CABLE TYPE	Number, Size (AWG)	6/C BR - 2/C #18
Voltage		600
Outer Jacket	PVC	
Shielding	Corrugated Copper	
Min shield resistance (ohm/ft @ 20°C)		0.0035
Drain	None	
Ripcord	Kevlar	
DC conductor material	Copper	
DC conductor size (AWG)	6	
Min DC resistance (ohm/1000ft)	0.411 @ 20 deg C	
Color Code	Blue-Red	
Alarm Conductor Material	Copper	
Alarm conductor size (AWG)	18	
Min DC resistance (ohm/1000ft)	6.7	
Color Code	SM	
Fiber Cables	SM	
Outer Diameter (in) - Nominal	1.24	
Weight (lb/ft)	1.05	
Minimum Bend Radius (in)	15	
Bend Moment (lb-ft)	TBD	
Tensile Strength (lb)	325	
Crush Resistance, FOTP-41 (N/mm)	22	
Strength Member	No	
Operating Temperature Range (low)	-40 deg C	
Operating Temperature Range (high)	+60 deg C	
Fiber Type	Low Water Peak Loose Tube	
Fiber Standard Compliance	ITU-T Rec. G.652.D, G.657.A2 IEC 60793-2-60 Type B.1.3 & B.6 A4B	
Fiber Coating Diameter (um)	242 +/- 0.007mm 0.9 +/- 0.005mm	
Fiber Count	24	
Number of fiber subunits	1	
Fiber count each unit	24	
Fiber count jacket	FR Jacket	
Max attenuation, 1310 nm (dB/km)	Less than equal 0.5	
Max attenuation, 1550 nm (dB/km)	Less than equal 0.5	

HYBRID CABLE CROSS-SECTION & DATA

SCALE: N.T.S.

1

2. Auxiliary Hybrid Fiber Cable

Auxiliary Hybrid Fiber Cables are slightly different from NV HFCs. They will differ depending on cable manufacturer. Figure 1. Samsung's FTIA Solution – Auxiliary Hybrid Fiber Cable shows Samsung's FTIA solution for the Auxiliary Hybrid Fiber cable, and Table 1. Samsung's FTIA Solution – Auxiliary Hybrid Fiber Cable Specifications shows its general specifications.

Figure 1. Samsung's FTIA Solution – Auxiliary Hybrid Fiber Cable

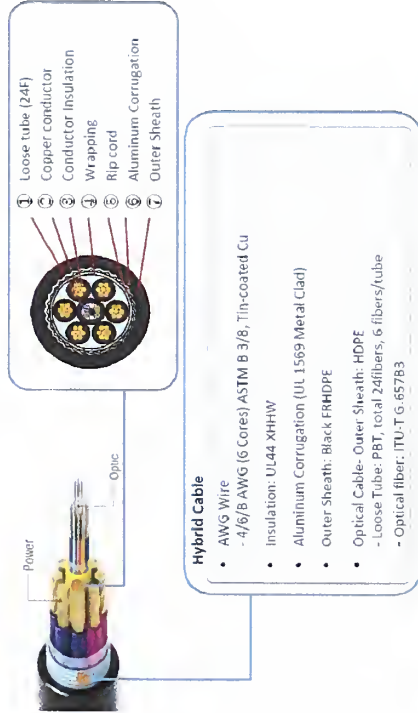


Table 1. Samsung's FTIA Solution – Auxiliary Hybrid Fiber Cable Specifications

	#8 AWG	#6 AWG	#4 AWG
Distance Range	30 ft – 135 ft	135 ft – 225 ft	225 ft – 390 ft
Wire size/count	#8 / 3 pairs	#6 / 3 pairs	#4 / 3 pairs
Fiber count	24 fibers	24 fibers	24 fibers
Fiber breakout (Top)	4 sets of 6 fibers	4 sets of 6 fibers	4 sets of 6 fibers
Fiber breakout (Bottom)	4 sets of 6 fibers, LC connectors	4 sets of 6 fibers, LC connectors	4 sets of 6 fibers, LC connectors
Diameter	-1.13 inch	-1.2 inch	-1.4 inch
Weight per foot	-0.725 lb/ft (2.38 lb/m)	-0.97 lb/ft (3.17 lb/m)	-1.36 lb/ft (4.47 lb/m)
Bend radius	16.9 inches	18 inches	21 inches
Refinings	UL and UV	UL and UV	UL and UV
Outer Sheath (Thickness)	1.6 mm	1.6 mm	1.6 mm
Aluminum conduit (Thickness)	0.4 mm	0.4 mm	0.4 mm

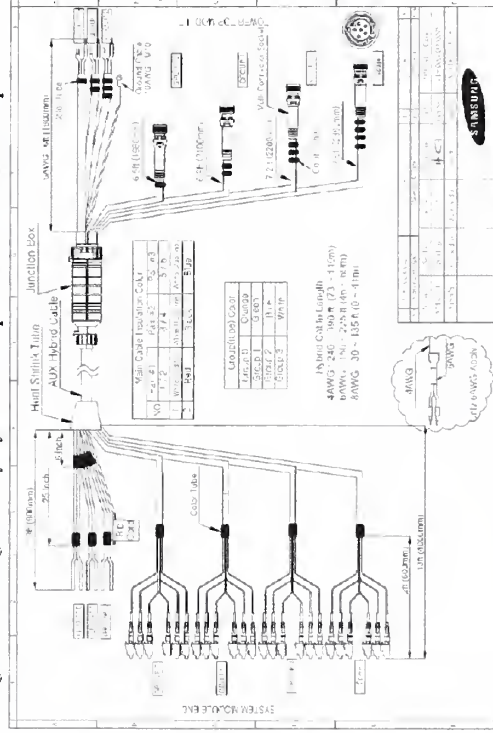
AUXILIARY HYBRID FIBER CABLE & DATA

SCALE: N.T.S.

1

The overall description of Samsung Auxiliary Hybrid Fiber Cable is shown in Figure 2. Samsung Auxiliary Hybrid Fiber Optic Cable – Overall Description.

Figure 2. Samsung Auxiliary Hybrid Fiber Optic Cable – Overall Description



AUXILIARY HYBRID FIBER OPTIC CABLE DETAIL

SCALE: N.T.S.

2



PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE:

MCA PARTNER:

ENGINEERING LICENSE:



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4	ISSUED FOR S&S FINAL	02/27/14	W. COBE	3

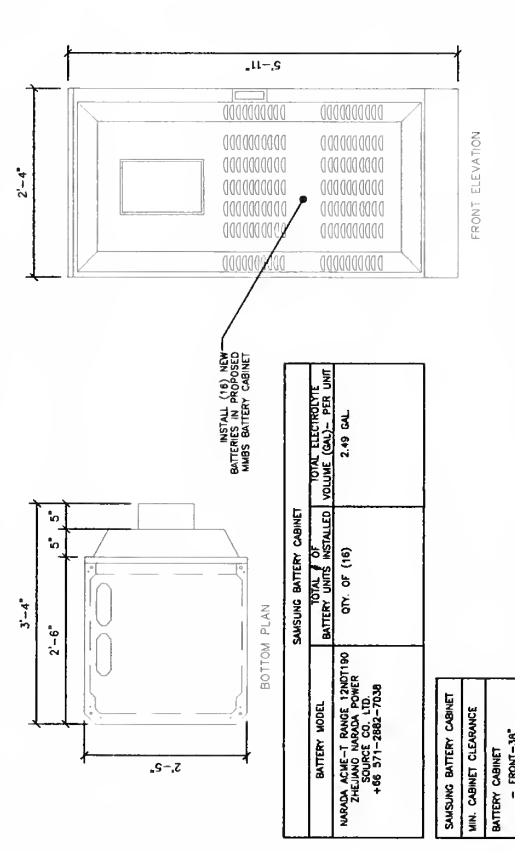
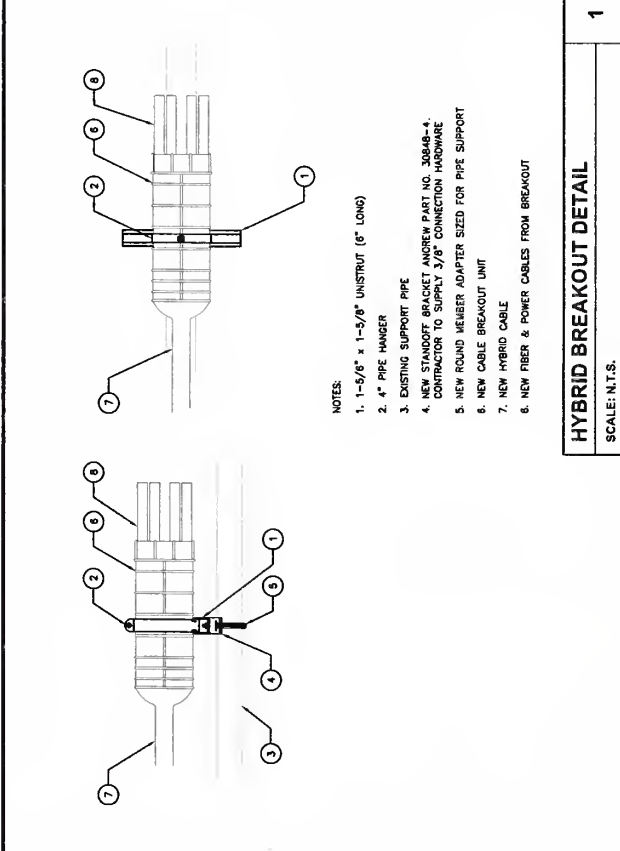
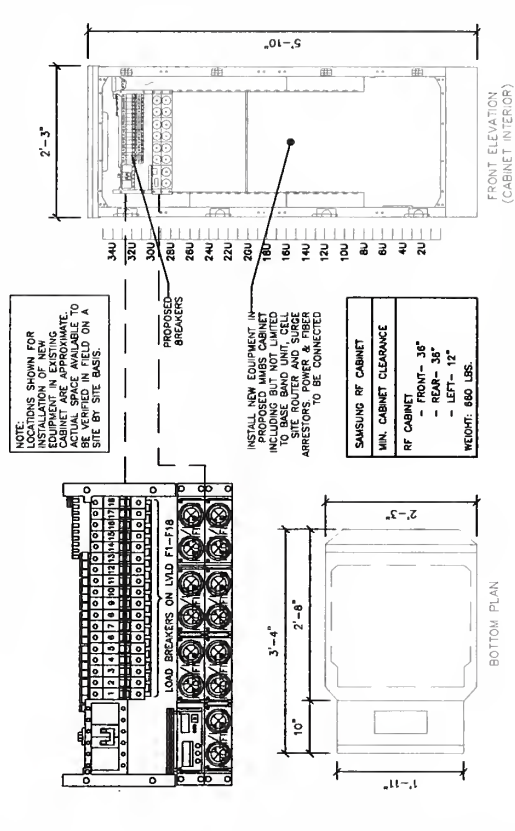
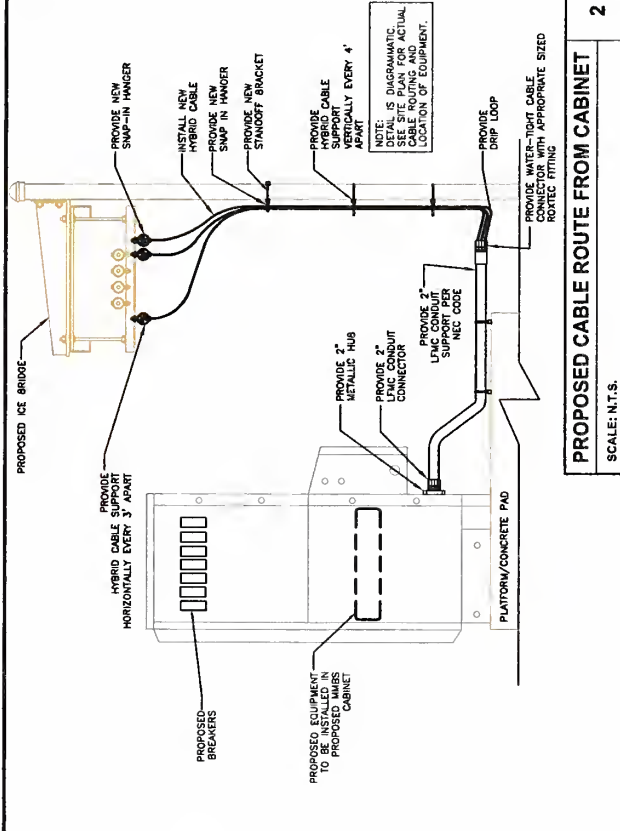
SITE NAME:
USC 884403
FORT WAYNE

SITE ADDRESS:
884384 - CH51XC384

SHEET ADDRESS:
1018 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:
BREAKOUT & EQUIPMENT DETAILS

SHEET NUMBER:
A-7



BATTERY MODEL	TOTAL OF BATTERY UNITS INSTALLED	TOTAL ELECTROLYTE VOLUME (GAL) - PER UNIT
NARADA ACHE-T RANGE 12VDT180	QTY. OF (18)	2.49 GAL.
ZHEJIANG NARADA POWER SOURCE SYSTEM LTD.		
+86 371-2882-7038		

SAMSUNG BATTERY CABINET
MIN. CABINET CLEARANCE
BATTERY CABINET
- FRONT-38°
- REAR-38°
- LEFT-12°
- RIGHT-12°
BATTERY CABINET & MAXIMUM 2500 LBS.

PROPOSED BBU CABINET

SCALE: N.T.S.

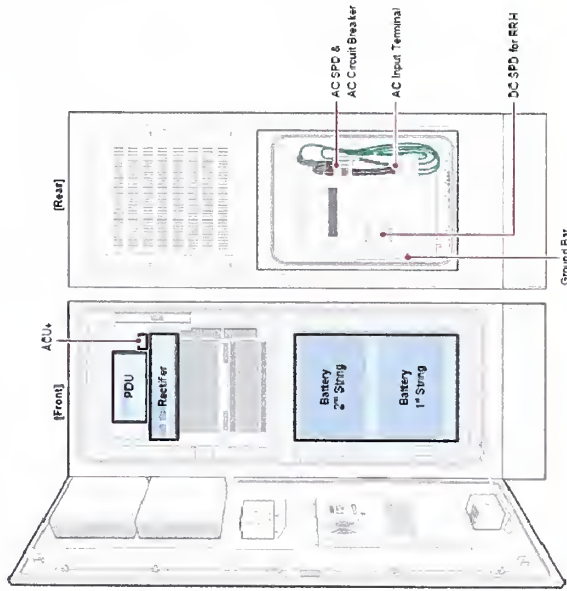


Figure 23. Power Supply Configuration of A-Type Single Cabinet

Power Input

Classification	Specification
DU Input Voltage	-48 VDC (Voltage Variation Range: -40~-58 VDC)
RRH-68 Input Voltage	-48 VDC (Voltage Variation Range: -38~-58 VDC)

a. UADU and RRH-68 are supplied with -48 VDC power from DU cabinet's rectifier.
b. Voltage variation range is based on instantaneous input power.

2.3 A-Type Single Cabinet

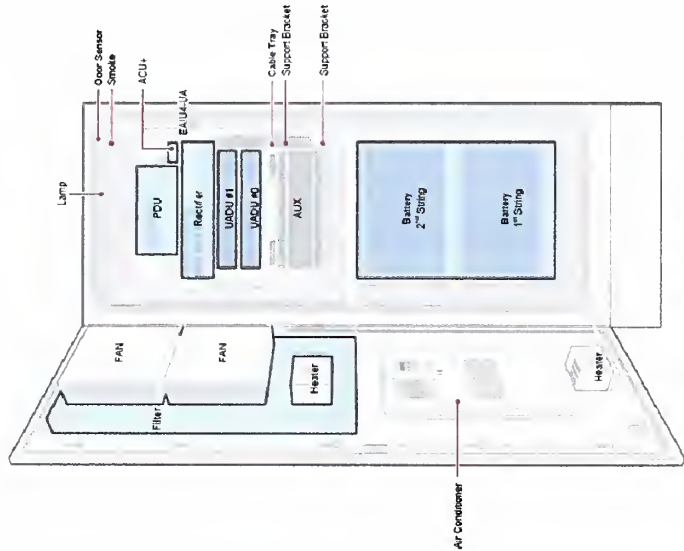
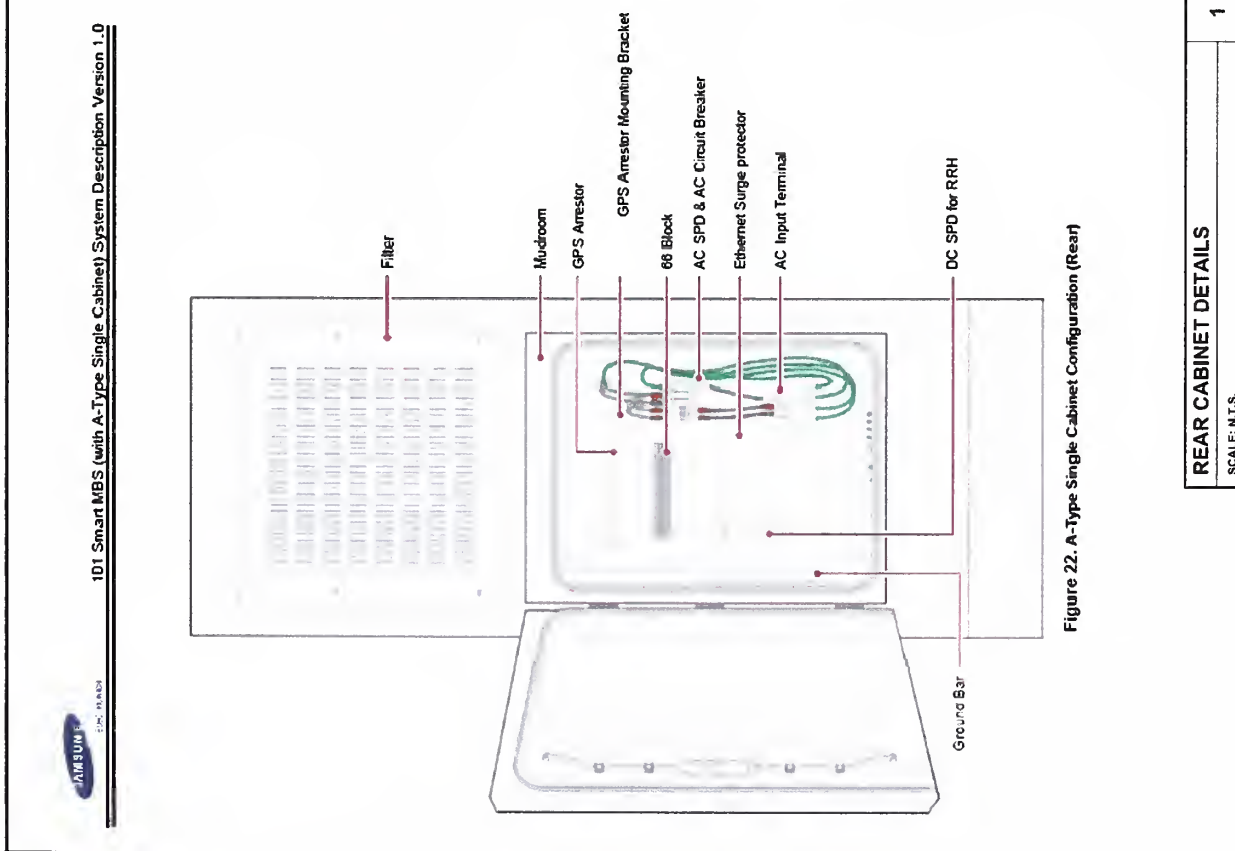
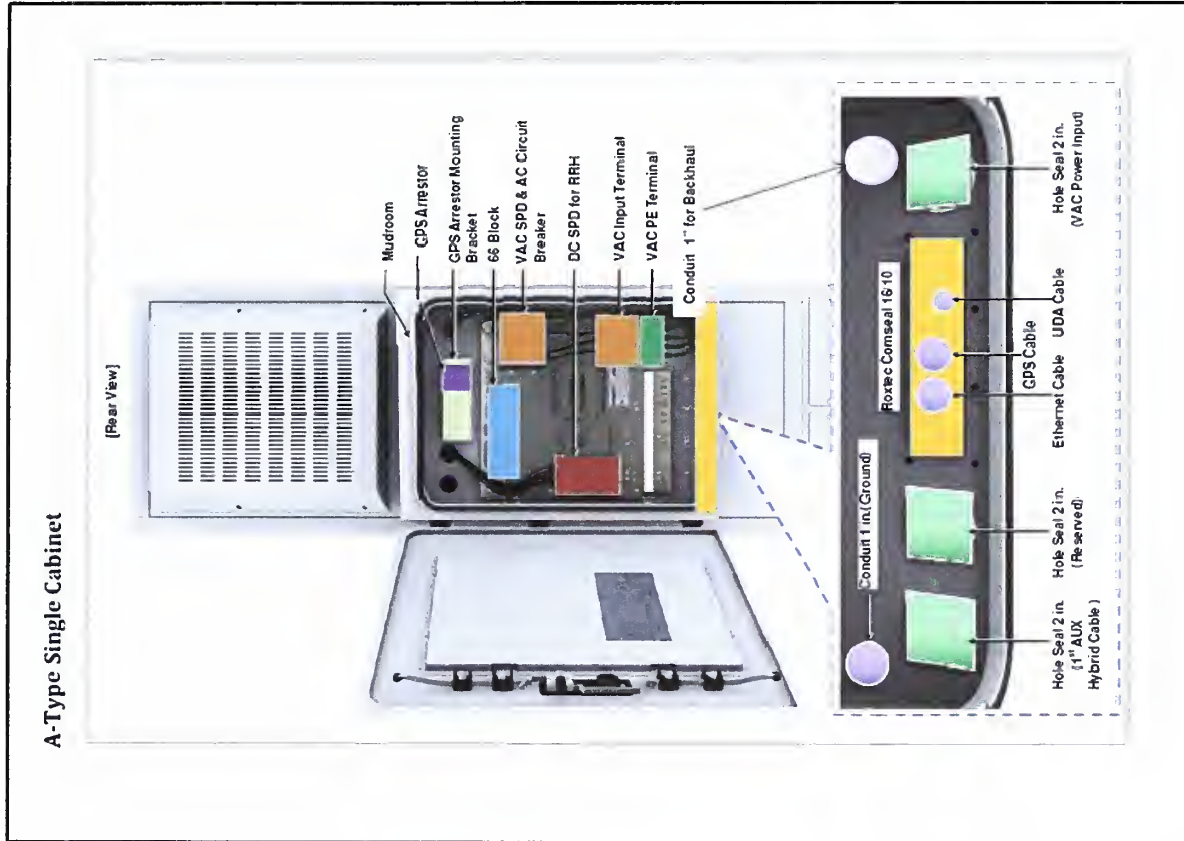


Figure 21. A-Type Single Cabinet Configuration (Front)

Classification	Specification
Size	
JADU (W × D × H)	17.09 × 15.18 × 3.46 (in.) 434 × 385 × 88 (mm)
RRH-BB (W × D × H)	• RRH-BB (Only): 33.78 × 6.75 × 17.72 (in.) 350 × 171.5 × 450 (mm) • RRH-BB (Including finger guard and MFC bowl): 150.3 × 60.3 × 21.26 (in.) 382 × 204 × 540 (mm)
Weight	
Outdoor Cabinet (W × D × H)	27.58 × 44.37 × 76.74 (in.) 700 × 1127 × 2000 (mm) • Depth excluded the mudroom
JADU	About 35.9 lbs (16 kg)
RRH-BB	• RRH-BB (Only): 56.00 lb (25.4 kg) • RRH-BB (Including finger guard and MFC bowl): 27.1 lb
Outdoor Cabinet	805.9 lb (365 kg) (without battery and equipment)



REAR CABINET DETAILS
SCALE: N.T.S.



SINGLE CABINET DETAILS
SCALE: N.T.S.

PLANS PREPARED FOR:
6550 Sprint Parkway
Overland Park,
Kansas 66201

PLANS PREPARED BY:
FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE:

MCA PARTNER:

ENGINEERING LICENSE:
DANIS W. COBB
No. 1229
Professional Engineer
Electrical
Indiana
09/20/2014
09/20/2014

DRAWING NOTICE:
THOSE OCCUPANTS OF THE
CONCRETE AND METAL SHEET
CABINETS SHALL BE RESPONSIBLE
FOR APPROVING, ASSUMING
AND BEING RESPONSIBLE FOR
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ADDED EXHIBIT 3 SHEETS		02/09/14	NML	3

SITE NAME:
USC 884403
FORT WAYNE

SITE CALLCODE:
884384 - CH51XC384

SITE ADDRESS:
1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:
REAR CABINET DETAILS

SHEET NUMBER:
A-7B



FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278



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4	ADDED DIMS 5 SHEETS	07/09/15	AMM	3

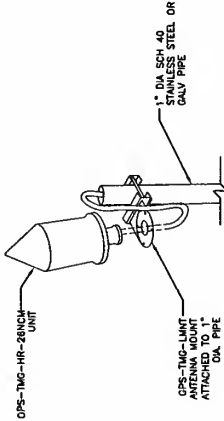
USC 884403
FORT WAYNE

SITE ADDRESS:
884384 - CH51XC384

SHEET DESCRIPTION:
1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

EQUIPMENT DETAILS

SHEET NUMBER:
A-8



NOTES

1. THE GPS ANTENNA MOUNT IS DESIGNED TO FASTEN TO A STANDARD 1" DIAMETER, 16' LONG GALV. STEEL PIPE. THE PIPE MUST NOT BE THREADED AT THE ANTENNA MOUNT END. THE PIPE SHALL BE CUT TO THE REQUIRED LENGTH (MINIMUM OF 18 INCHES). THE PIPE MOUNTING TO PROPOSED MMS-BBU USING A WELD OR ROTARY PIPE CUTTER TO LEAVE A SMOOTH END. THE PIPE SHALL NOT BE USED. THE CUT PIPE END SHALL BE DEBURRED.
2. IT IS CRITICAL THAT THE GPS ANTENNA IS MOUNTED SUCH THAT IT IS WITHIN 2 DEGREES OF VERTICAL, AND THE BASE OF THE ANTENNA IS WITHIN 2 DEGREES OF LEVEL.
3. DO NOT SWEEP TEST OPS ANTENNA.
4. ATTACH OPS MOUNTING PIPE TO PROPOSED MMS-BBU USING (4) BUNA-BUN SS BOLTS AND (4) 1" PIPE STRAPS. OPS TO BE MOUNTED A MINIMUM OF 2'-0" ABOVE PROPOSED MMS-BBU CABINET.

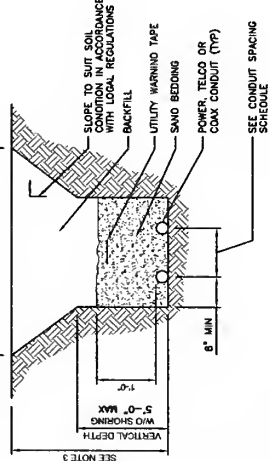
GPS UNIT PIPE MOUNT

SCALE: N.T.S.

2

- NOTES**
1. MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH AS LONG AS A MINIMUM SEPARATION PER THE LOCAL UTILITY COMPANIES IS MAINTAINED.
 2. CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR TOP SOIL. THE TRENCH SHALL BE RESTORED TO ITS ORIGINAL CROSS SECTION.
 3. DEPTH PER LOCAL UTILITY OR CROWN CASTLE STANDARDS, WHICHEVER REQUIREMENT IS DEEPER.

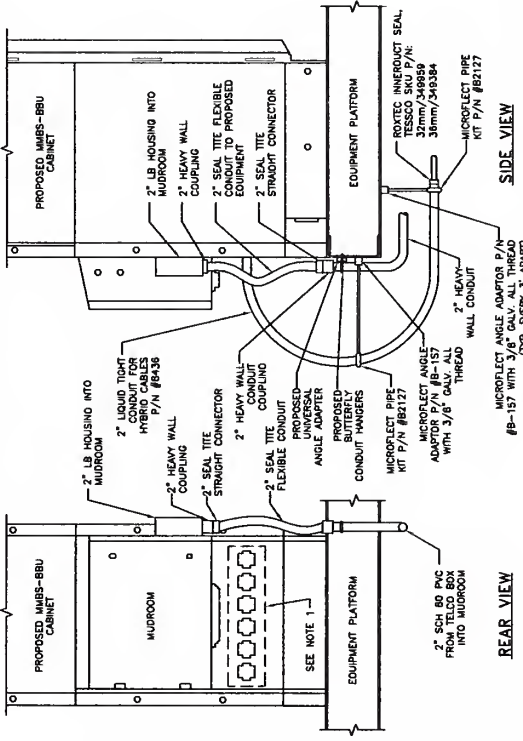
"ONE CALL" SERVICE SHALL BE USED TO LOCATE EXISTING UTILITIES.



TYPICAL UTILITY TRENCH DETAIL

SCALE: N.T.S.

1



HYBRID & TELCO LINE SUPPORT DETAIL

SCALE: N.T.S.

3

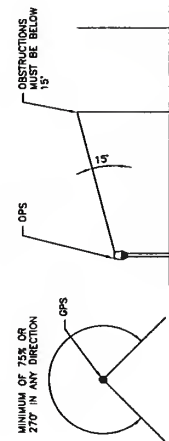
NOTE

1. REFER TO LOCAL JURISDICTION FOR CONDUIT ROUTING REQUIREMENTS.

GPS MINIMUM SKY VIEW REQUIREMENTS

SCALE: N.T.S.

4





PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE:

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SITE NAME:

USC 884403
FORT WAYNE

SITE ADDRESS:

884384 - CH51XC384

SITE ADDRESS:

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:

ANTENNA & CABLE
COLOR CODING DETAILS

SHEET NUMBER:

RF-1

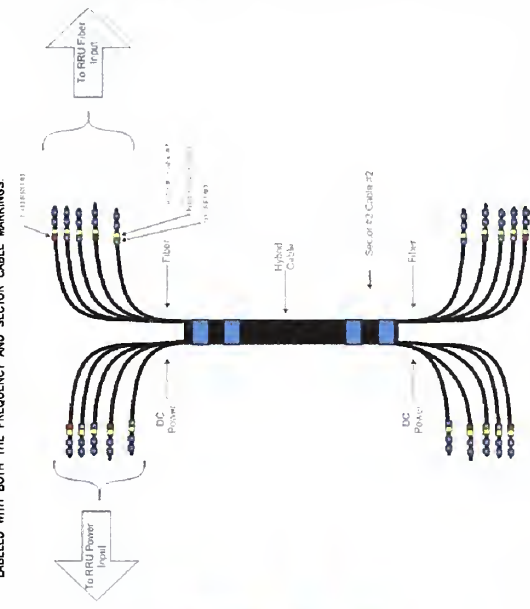
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1 Alpha	Yellow	Yellow	Yellow	White	White	White
2 Beta	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
3 Gamma	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow

2500MHz #2 Cal Cable - Sector	First Ring	Second Ring	Third Ring	Fourth Ring	Fifth Ring	Sixth Ring
1 Alpha	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
2 Beta	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
3 Gamma	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow

2500MHz RADIO CALIBRATION CABLE COLOR CODE

4

NOTE: FIBER/HYBRID CABLE WILL BE MARKED IN A SIMILAR MANNER AS COAX CABLE DESCRIBED IN THE "ANTENNA & CABLE COLOR CODE" DETAIL LOCATED ON THIS SHEET. THE MAIN "TRUCK" OF THE HYBRID WILL NOT BE MARKED WITH THE FREQUENCY CODE AS THE FIBER/HYBRID CABLE IN MANY CASES WILL CONTAIN ALL TECHNOLOGIES. THE INDIVIDUAL POWER PAIRS AND FIBER CABLES WILL BE LABELED WITH BOTH THE FREQUENCY AND SECTOR CABLE MARKINGS.



HYBRID CABLE COLOR CODE

5

Sector	Cable	First Ring	Second Ring	Third Ring
1 Alpha	1	Green	No Tape	No Tape
1	2	Blue	No Tape	No Tape
1	3	Brown	No Tape	No Tape
1	4	White	No Tape	No Tape
1	5	Red	No Tape	No Tape
1	6	Grey	No Tape	No Tape
1	7	Purple	No Tape	No Tape
1	8	Orange	No Tape	No Tape
2 Beta	1	Green	Green	No Tape
2	2	Blue	Blue	No Tape
2	3	Brown	Brown	No Tape
2	4	White	White	No Tape
2	5	Red	Red	No Tape
2	6	Grey	Grey	No Tape
2	7	Purple	Purple	No Tape
2	8	Orange	Orange	No Tape
3 Gamma	1	Green	Green	Green
3	2	Blue	Blue	Blue
3	3	Brown	Brown	Brown
3	4	White	White	White
3	5	Red	Red	Red
3	6	Grey	Grey	Grey
3	7	Purple	Purple	Purple
3	8	Orange	Orange	Orange

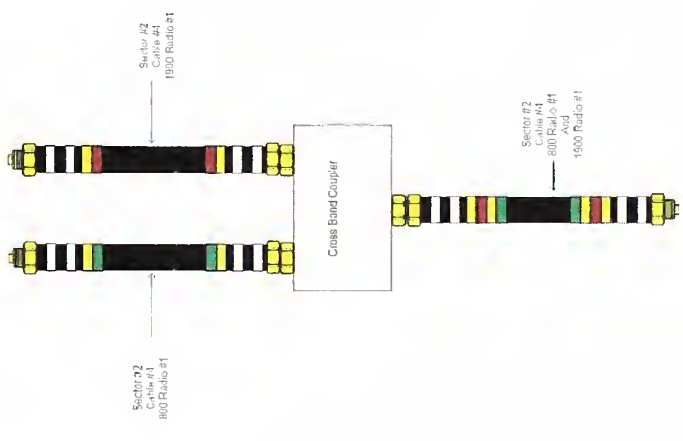
COAXIAL CABLE COLOR CODE

2

Frequency/Radio	Indicator	ID
800 #1	Yellow	Green
1900 #1	Yellow	Red
1900 #2	Yellow	Brown
1900 #3	Yellow	Blue
1900 #4	Yellow	Grey
800 #2	Yellow	Orange
2500 #1	Yellow	White
2500 #2	Yellow	Purple

FREQUENCY COLOR CODE

3



ANTENNA & CABLE COLOR CODE

1

1	GROUNDING RISER DIAGRAM
	SCALE: N.T.S.

PLANS PREPARED FOR:



PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE: _____
BY: _____
TITLE: _____

N/A PARTNER



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USC 884403
FORT WAYNE

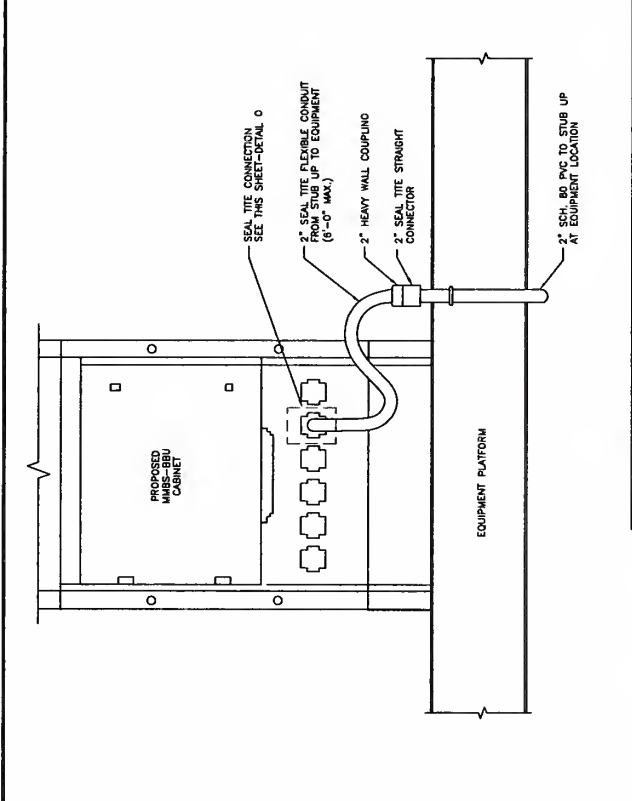
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FORT WAYNE, IN 46825

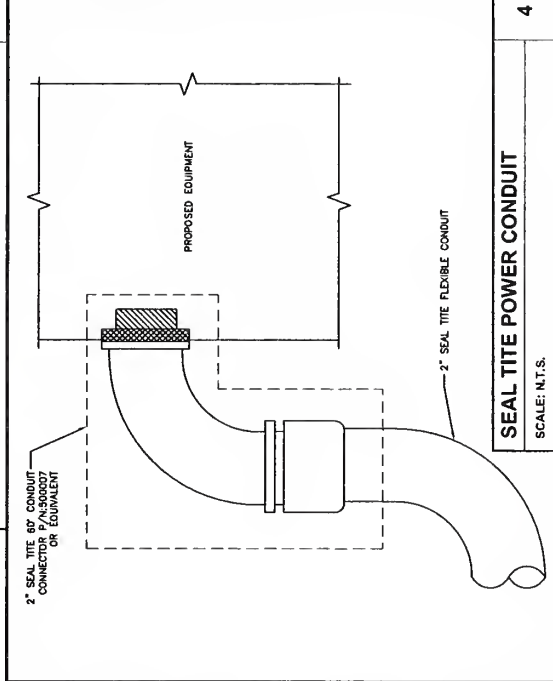
DC POWER DETAILS
& PANEL SCHEDULES

E-2

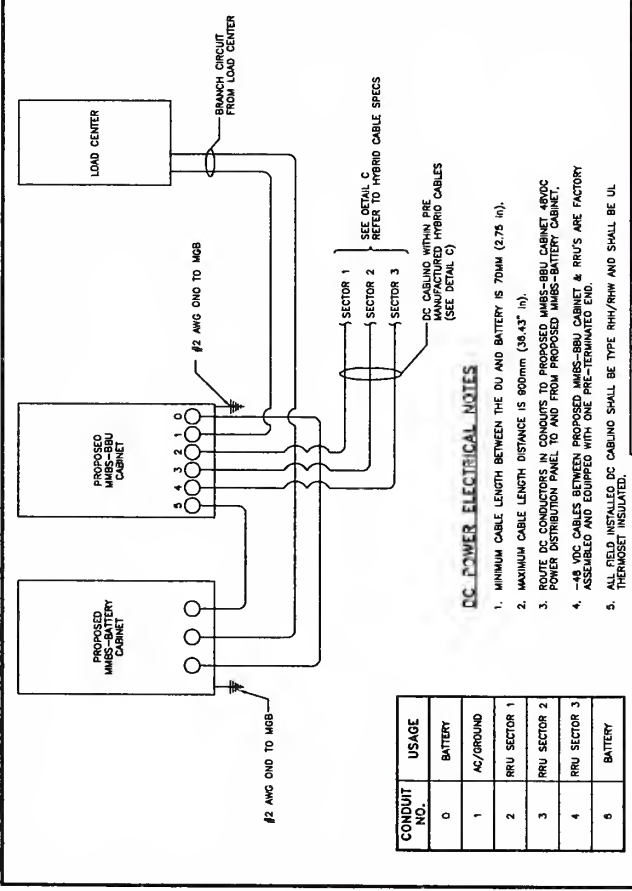
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EQUIPMENT POWER CONDUIT CONNECTIONS
SCALE: N.T.S.



SEAL TITE POWER CONDUIT
SCALE: N.T.S.



DC POWER DIAGRAM
SCALE: N.T.S.

- DC POWER ELECTRICAL NOTES**
- MINIMUM CABLE LENGTH BETWEEN THE DU AND BATTERY IS 70MM (2.75 in.).
 - MAXIMUM CABLE LENGTH DISTANCE IS 900MM (36.43 in.).
 - ROUTE DC CONDUCTORS IN CONDUITS TO PROPOSED IMBS-BBU CABINET AND/DC POWER DISTRIBUTION PANEL TO AND FROM PROPOSED IMBS-BATTERY CABINET.
 - 48 VDC CABLES BETWEEN PROPOSED IMBS-BBU CABINET & RRU'S ARE FACTORY ASSEMBLED AND EQUIPPED WITH ONE PRE-TERMINATED END.
 - ALL DC CABLES SHALL BE TYPE RHH/RHW AND SHALL BE UL THERMOSET INSULATED.

CONDUIT NO.	USAGE
0	BATTERY
1	AC/GROUND
2	RRU SECTOR 1
3	RRU SECTOR 2
4	RRU SECTOR 3
5	BATTERY

	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5
TOTAL LENGTH	~ 40m (~132')	~ 80m (~263')	~ 76m (~249')	~ 80m (~263')	~ 110m (~361')
HYBRID POWER CABLE CONFIGURATION	AWG 10, 12, 3 PAIR	AWG 8, 1 PAIR AWG 10, 3 PAIR	AWG 8, 1 PAIR AWG 10, 2 PAIR	AWG 8, 1 PAIR AWG 10, 3 PAIR	AWG 4, 1 PAIR AWG 8, 3 PAIR
CABLE DIAMETER	25mm (0.98")	27mm (1.06")	30mm (1.18")	30/32mm (1.24")	32mm (1.26")
BENDING RADIUS	300mm (11.81")	330mm (12.99")	380mm (14.96")	460mm (17.72")	460mm (17.72")
OPTIC CABLE	LC/PC-TD-LC/PC, SINGLE MODE				
IMBS-BBU CABINET (POWER CABLE TERMINAL MAX SIZE AWG 4)	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE				
RRU POWER CABLE SPEC	AWG 8, 13.7mm (0.54") AWG 10, 12.2mm (0.48")				
NON USE POWER AND OPTIC CABLE PROTECTION	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE

HYBRID CABLE TYPE
SCALE: N.T.S.

PLANS PREPARED FOR:



PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

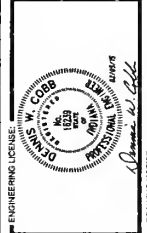
DATE:



MAP PARTNER:



ENGINEERING LICENSE:



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REVISIONS:

NO.	DESCRIPTION	DATE	BY	REV
1	ISSUED FOR S&S FINAL	05/20/14	MM	0
2	ISSUED FOR S&S FINAL	05/27/14	MM	1
3	ISSUED FOR S&S FINAL	07/19/14	MM	2
4	ADDED DASH & SHEETS	07/29/14	MM	3

SITE NAME:

USC 884403
FORT WAYNE

SITE ADDRESS:

884384 - CH51XC384

SHEET ADDRESS:

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:

OVERALL FIBER PLAN

SHEET NUMBER:

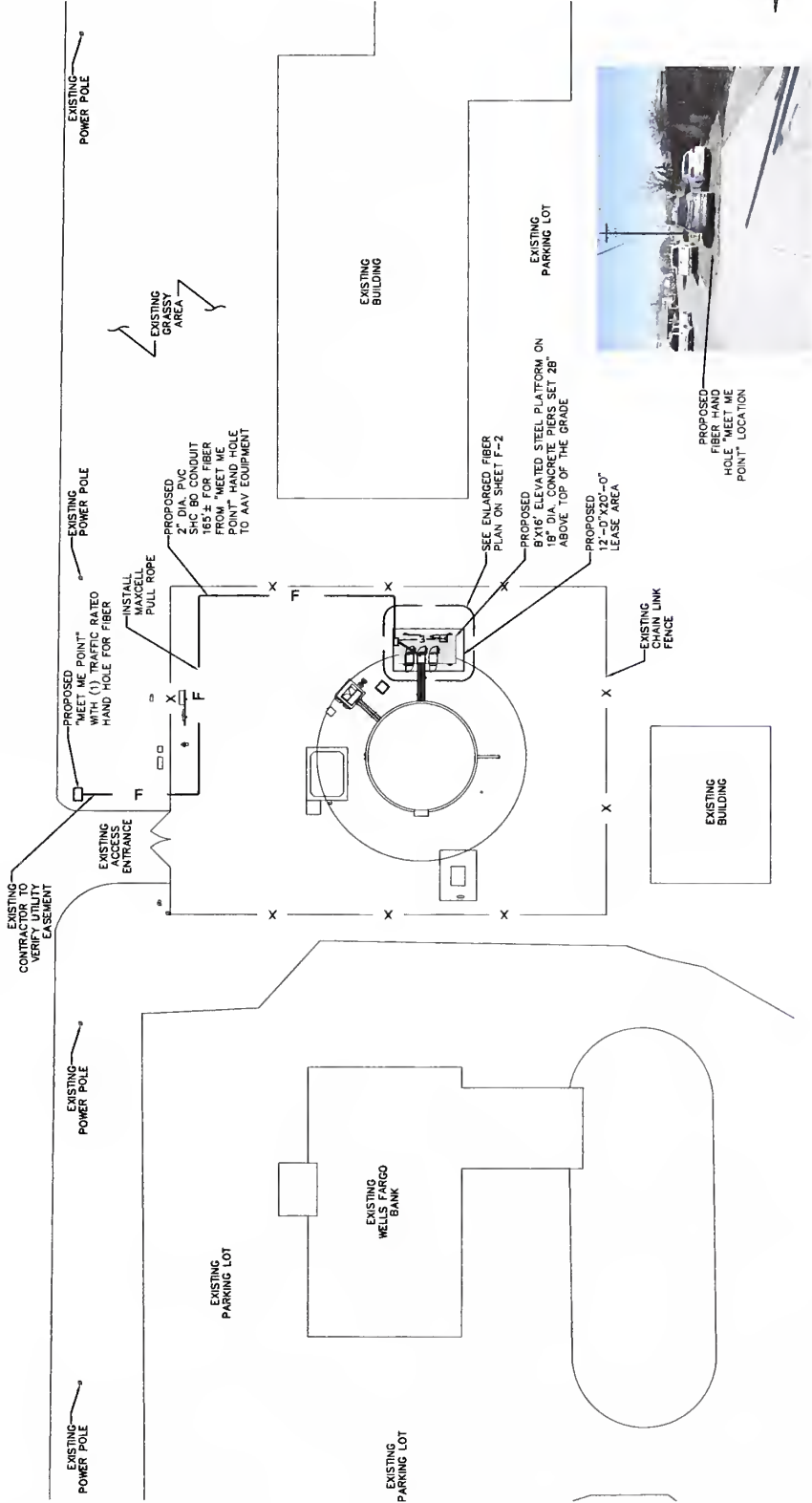
F-1

NOTES

- PROPERTY LINES SHOWN ARE APPROXIMATE AND DONE WITHOUT THE BENEFIT OF A SITE SURVEY.
- CONDUIT ROUTING IS DIAGRAMMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED.
- UTILITY AND ACCESS EASEMENTS SHOWN ARE APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXACT LOCATION.
- DIRECTIONAL BORING OR HAND TRENCH ONLY.

LENGTH OF FIBER RUN "MEET-ME POINT" TO AAV	
DISTANCE	165'±

EAST DUPONT ROAD



NOTE:
CONTRACTOR TO UTILIZE EXISTING UTILITY ACCESS AND UTILITY EASEMENTS. SEE ATTACHED SURVEY FOR LOCATIONS AND LEGAL DESCRIPTIONS.

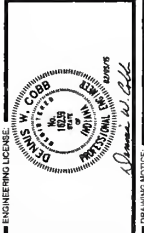
OVERALL FIBER PLAN

SCALE: 1/32" = 1'-0" (1/16"=1'-0" ON 22"x34" SHEET)

1



FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278



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REVISIONS	DESCRIPTION	DATE	BY	REV
1	ISSUED FOR S/S FINAL	05/20/14	MM	0
2	ISSUED FOR S/S FINAL	05/22/14	MM	1
3	ISSUED FOR S/S FINAL	07/16/14	MM	2
4	ADDED DATA 3 SHEETS	07/29/14	MM	3

USC 884403
FORT WAYNE

884384 - CH51XC384

1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825

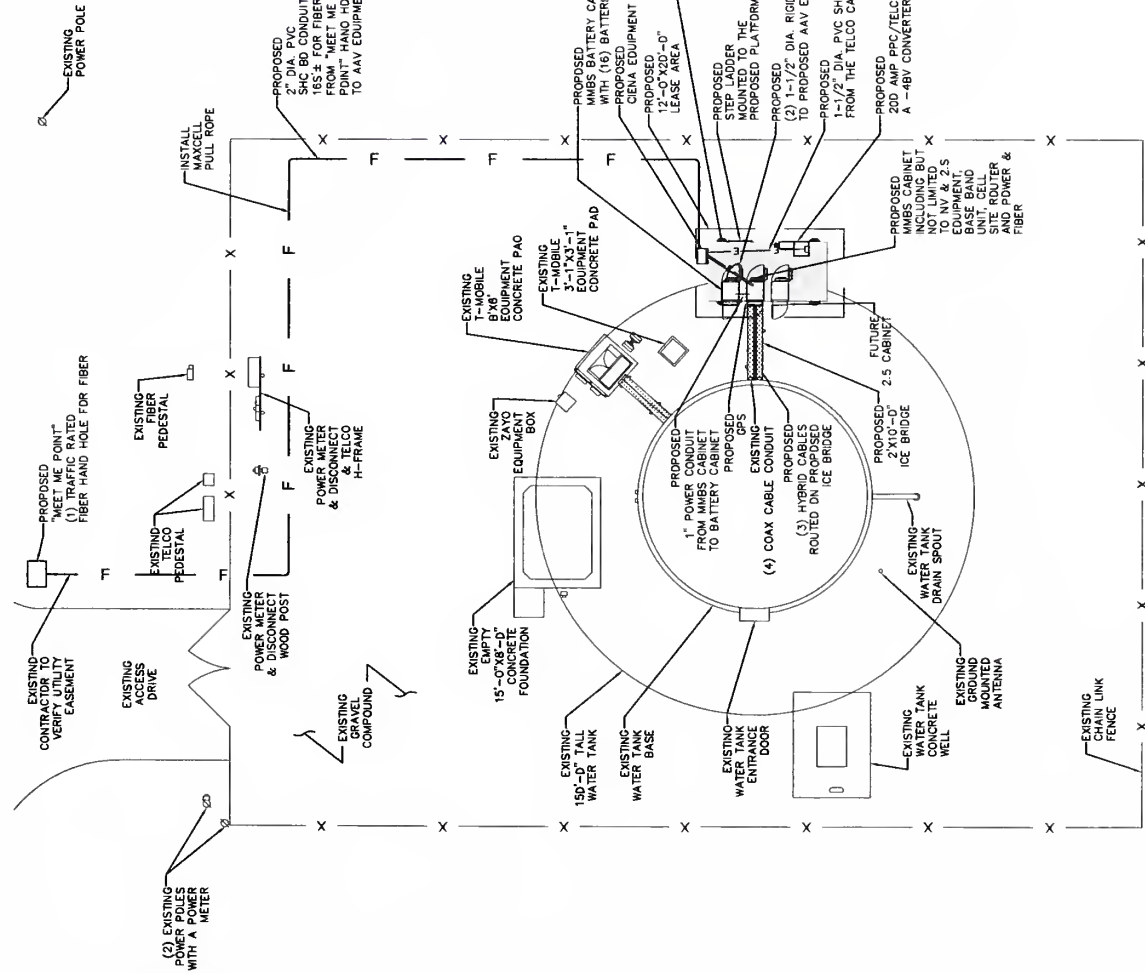
ENLARGED FIBER
PLAN

SHEET NUMBER
F-2

NOTES

1. ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH LAMICOD NAMEPLATES INDICATING THE CIRCUITS ORIGIN AND ALL EQUIPMENT TERMINATIONS.
2. CONTRACTOR SHALL SUPPLY BREAKERS, CONDUITS AND CIRCUIT CONDUCTORS AS REQUIRED FOR COMPLETE SYSTEM AND SHALL BE IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS.
4. DIRECTIONAL BORING OR HAND TRENCH ONLY.
5. EXISTING SPRINT LEASE AREA SHOWN IS APPROXIMATE. CONTRACTOR TO VERIFY LEASE AREA WITH LAND SURVEY.

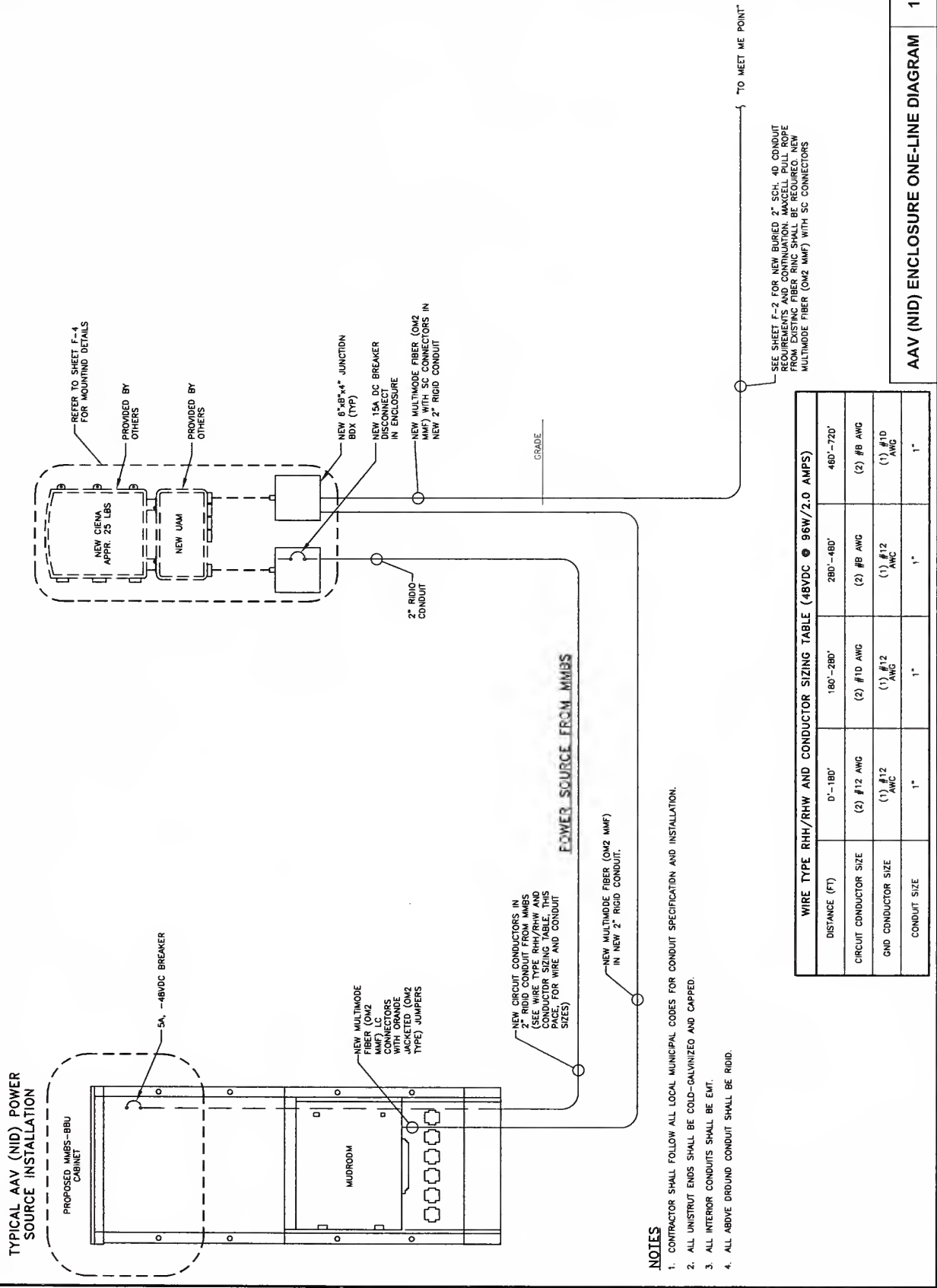
LENGTH OF FIBER RUN MMBS TO AAV	DISTANCE
20' ±	



NOTE:
SPRINT TO UTILIZE EXISTING US CELLULAR ACCESS
AND UTILIZE EXISTING SPRINT SURVEY
FOR LOCATIONS AND LEGAL DESCRIPTIONS.

ENLARGED FIBER PLAN

SCALE: 1/16" = 1'-0" (1/8"=1'-0" ON 22"x34" SHEET)



- NOTES**
1. CONTRACTOR SHALL FOLLOW ALL LOCAL MUNICIPAL CODES FOR CONDUIT SPECIFICATION AND INSTALLATION.
 2. ALL UNISTRUT ENDS SHALL BE COLD-GALVANIZED AND CAPPED.
 3. ALL INTERIOR CONDUITS SHALL BE EMT.
 4. ALL ABOVE GROUND CONDUIT SHALL BE RIGID.



PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5925 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE

BY

BY

BY



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REVISIONS	DESCRIPTION	DATE	BY	REV
1	ISSUED FOR S&S FINAL	05/20/14	MM	0
2	ISSUED FOR S&S FINAL	05/27/14	MM	1
3	ISSUED FOR S&S FINAL	07/18/14	MM	2
4	ISSUED FOR S&S FINAL	07/23/14	MM	3

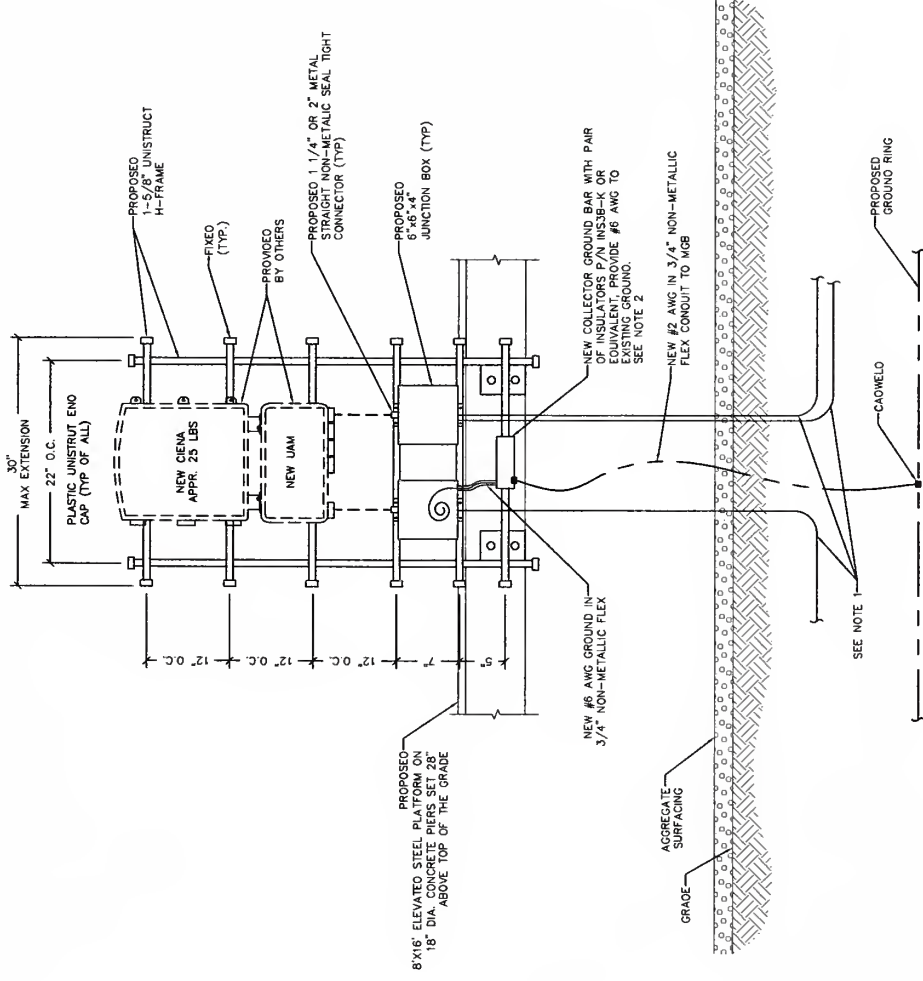
SITE NAME
**USC 884403
FORT WAYNE**

SITE ADDRESS
884384 - CH51XC384

SHEET DESCRIPTION
**1016 EAST DUPONT ROAD
FORT WAYNE, IN 46825**

STANDARD DETAILS

SHEET NUMBER
F-4



SIDE MOUNT ONTO PLATFORM

NOTES

1. REFER TO SHEET F-3 FOR CONDUIT ROUTING DETAIL
2. CONTRACTOR TO SUPPLY GROUND TO NEAREST ACCESSIBLE MASTER GROUND OR MAIN GROUNDING SYSTEM.
3. CONTRACTOR TO VERIFY PROPOSED PLATFORM STRUCTURALLY SOUND, AND ADEQUATELY CONNECTED TO STEEL PLATFORM BEFORE INSTALLING NEW AAV (NID).

AAV (NID) INSTALLATION DETAIL (AS REQUIRED)

STANDARD DETAILS

1

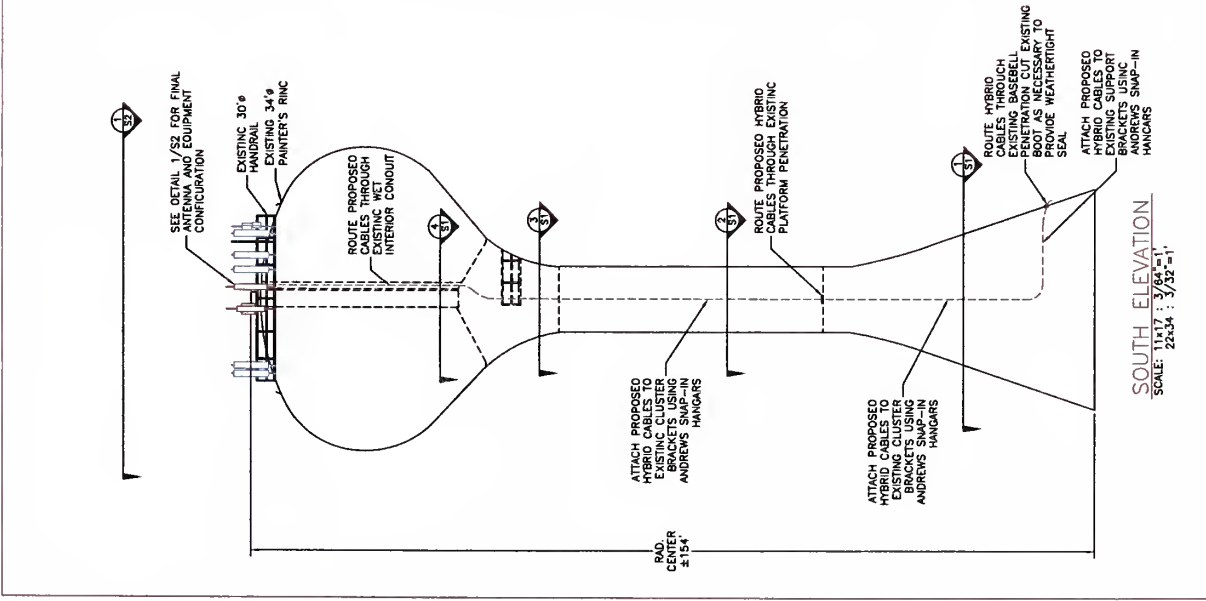
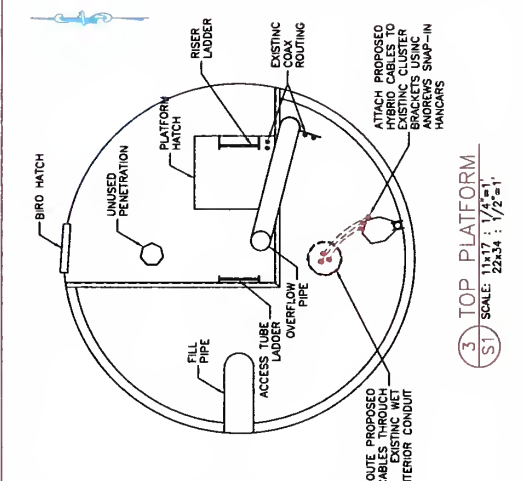
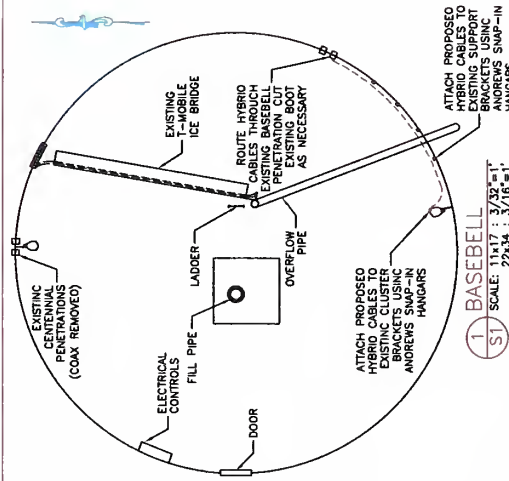
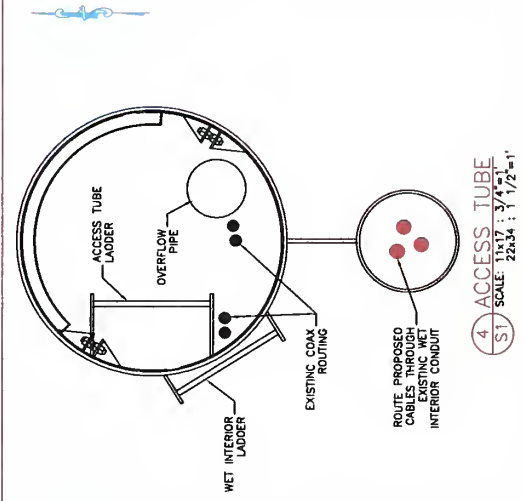
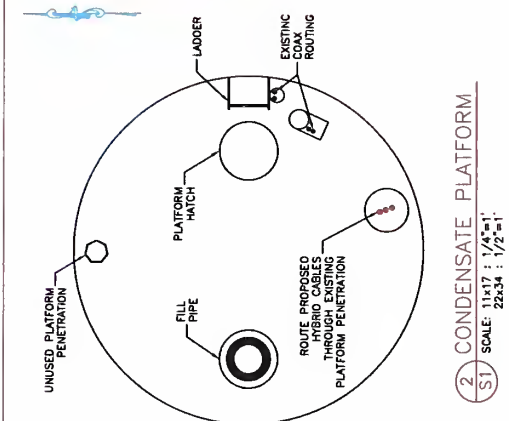


USC 88440 FORT WAYNE
1016 EAST DURONT RD.
FORT WAYNE, IN

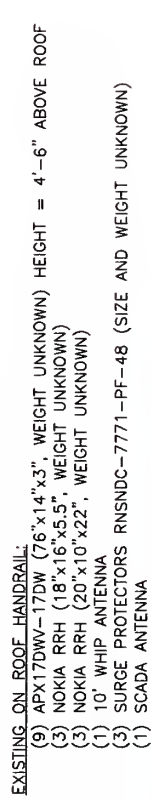
NO.	REVISION/DESCRIPTION	DATE
1	SUBMITTED FOR REVIEW/ISSUE	02/03/2015

DESIGNED BY: CHS YC384
DRAWN BY: 14-44-01-15
CHECKED BY: AS
INCHES: 1/4"
FEET: 1/4"
SCALE: 1/4" = 1'
PROJECT: STRUCTURAL DRAWINGS

S1



STRUCTURAL SHEETS S1, S2



SCALE: N T E

PLANS PREPARED FOR:



PLANS PREPARED BY:

FIRST GROUP ENGINEERING
5975 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

DATE:

PLA PARTNER:

ENGINEERING LICENSE:



DRAWING NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF FIRST GROUP ENGINEERING, INC.

REVISIONS	DATE	BY	REV
ISSUED FOR S.D.	05/20/21	WML	0
ISSUED FOR S.D. FINAL	07/08/21	WML	1
ISSUED FOR S.D. FINAL	07/08/21	WML	2
ADDED DIMENSION SHEETS	07/09/21	WML	3

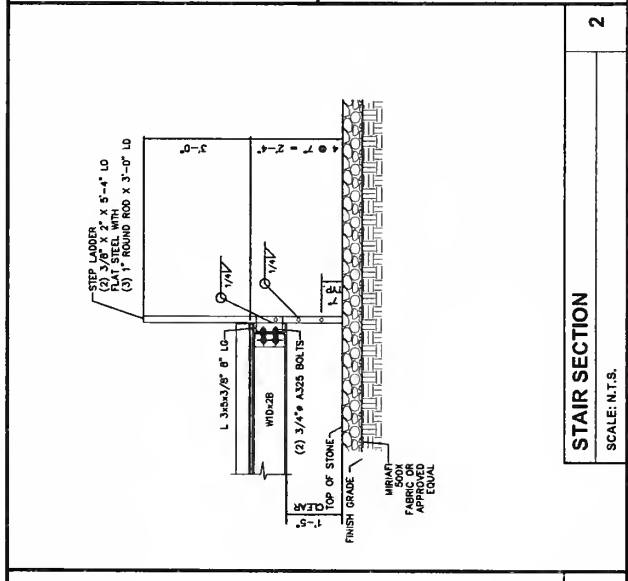
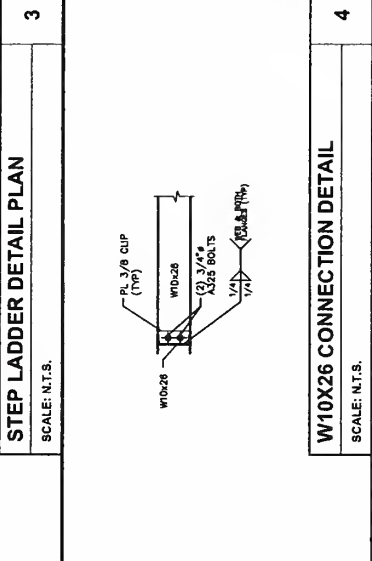
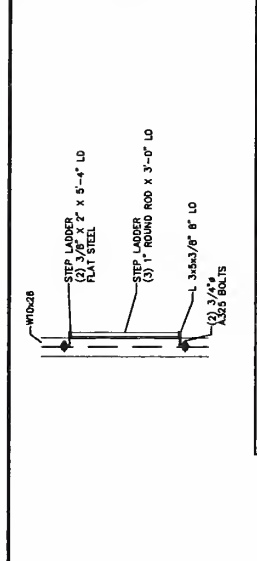
PROJECT NAME:
USC 884403
FORT WAYNE

SITE ADDRESS:
884384 - CH51XC384

PROJECT DESCRIPTION:
106 EAST DUPONT ROAD
FORT WAYNE, IN 46825

SHEET DESCRIPTION:
PLATFORM DETAILS

SHEET NUMBER:
S-4



- GENERAL NOTES**
- FABRICATION AND ERECTION OF STRUCTURAL STEEL TO BE IN ACCORDANCE WITH AISC "MANUAL OF STEEL CONSTRUCTION" NINTH EDITION.
 - STRUCTURAL AND MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 "STRUCTURAL STEEL", UNLESS OTHERWISE INDICATED.
 - STRUCTURAL STEEL TUBING : ASTM A500, GRADE B (FY = 46 KSI)
 - ALL BOLTS SHALL BE D7 TYPE A325 UNLESS NOTED OTHERWISE.
 - ALL HOLES TO BE 15/16" DIAMETER UNLESS NOTED OTHERWISE.
 - ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D11.1. AT COMPLETION OF WELDING ALL DAMAGE TO GALVANIZED COATING SHALL BE REPAIRED.
 - ALL EXTERIOR EXPOSED STEEL MATERIALS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
 - ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
 - DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
 - STEEL GRATING TO BE : MAIN BEARING BARS TO BE 1-1/2\"/>
 - ALL CLIP ANGLES SHALL BE WELDED TO ONE STRUCTURAL MEMBER WITH THE OUTSTANDING LEG DRILLED FOR A BOLTED CONNECTION (SEE SECTIONS BELOW).

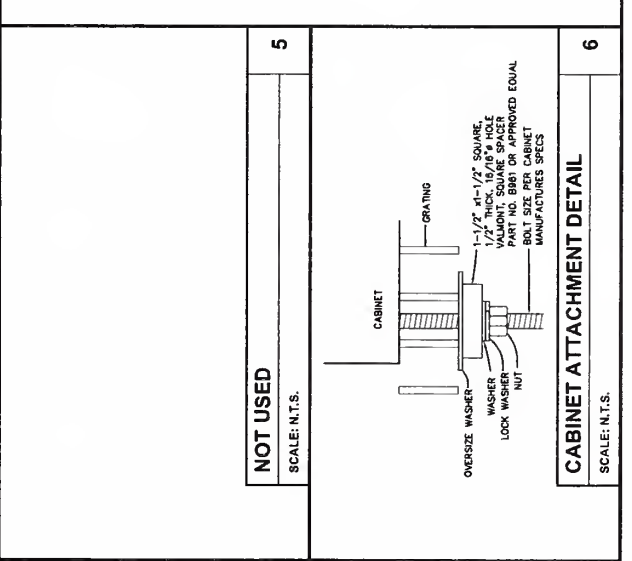
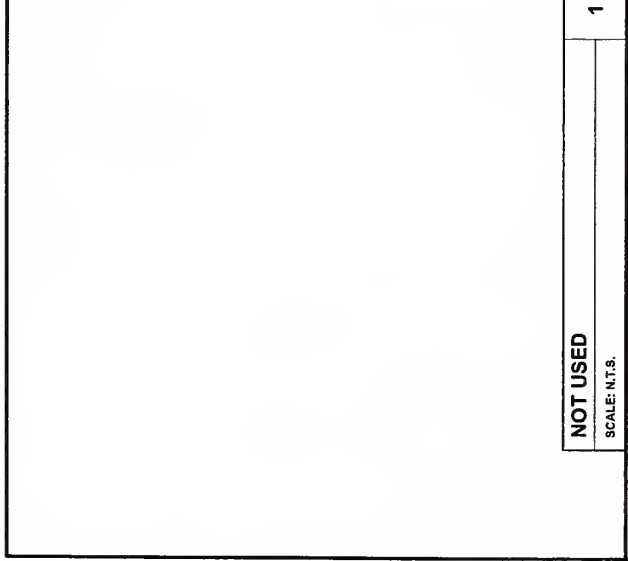
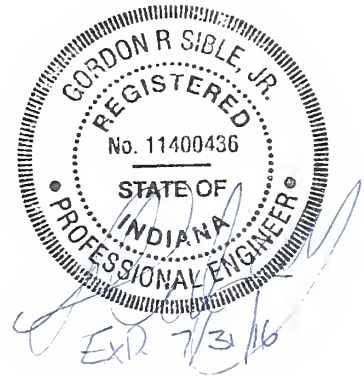


EXHIBIT C
(Dixon Engineering's Review)

Water Tower Antenna Installation Analysis

Prepared For:
Dave Helton Associates

Prepared By:
Dixon Engineering, Inc.
March 5, 2015



Location:
Fort Wayne, IN East Dupont Rd Water Tank
500,000 Gallon Spheroid Elevated Water Storage Tank

Antenna Provider:
Sprint

Site #:
CH15XC384

Dixon Engineering, Inc. has completed overturn calculations for the proposed antenna installation with consideration for any affect the antennas will have on the tank with respect to wind loading.

1. The extra weight of the antennas and cables is insignificant in comparison to the weight of water in the tank.
2. The increase in overturning moment is conservatively calculated and is within AWWA D100 design safety factors. This installation will not have any adverse structural effect on the tank.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons

Increase in overturn moment with the existing antennas and the proposed addition of (6) panel-type antennas mounted on the roof.

Overturn Moment of Structure & Equipment @ 90 MPH		Combined Overturn Moment with Structure		% Increase
5,752,232	Foot-Pounds	5,752,232	Foot-Pounds	0.00%
Proposed Sprint Panels				
83,217	Foot-Pounds	5,835,449	Foot-Pounds	1.45%
Proposed Sprint Panels (2)				
70,718	Foot-Pounds	5,822,950	Foot-Pounds	1.23%
Proposed Sprint Misc Equip				
74,108	Foot-Pounds	5,826,340	Foot-Pounds	1.29%
Exist Panel				
281,865	Foot-Pounds	6,034,097	Foot-Pounds	4.90%
Exist Misc Equip				
50,327	Foot-Pounds	5,802,559	Foot-Pounds	0.87%
Exist Whip				
3,787	Foot-Pounds	5,756,019	Foot-Pounds	0.07%
Handrail				
137,669	Foot-Pounds	5,889,901	Foot-Pounds	2.39%

Total Percent Increase in Overturn Moment	12.20%
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***The increase in weight added to the tank by the antennas and associated equipment is insignificant with respect to the weight of the tank

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the proposed addition of (3) ET-X-TS-70-15-62-18 Ir-RD panel-type antennas located on the roof.		

Antenna Overturn Moment Calculations for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed

90 MPH

Tank Specifications:

Height to the Low Water Level:

111 feet

Height to the High Water Level:

145 feet

Diameter of the Tank:

55.5 feet

Diameter of the Stem:

12 feet

Lower Diameter of the Basecone:

40.5 feet

Height of the Basecone:

44.5 feet

Distance Between High Water Level & the Roof:

4.5 feet

Antenna Specifications:

Number of Antennas:

3 Quantity

Height of Antennas:

72 inches

Width of Antennas:

12 inches

Height Above Roof Projection (Est) to the Center of the Antennas:

4.5 feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:

1678.2 feet²

Moment Arm of Ball:

130.3 feet

Area of Stem:

798.0 feet²

Moment Arm of Stem:

77.8 feet

Area of Basecone:

1168.1 feet²

Moment Arm of Basecone:

18.2 feet

Total Overturn Moment of Tank:

5,752,232 Foot-lbs

Area of Antennas & Moment Arm Lengths:

Area of One Antenna :

6.0 feet²

Antenna Moment Arm:

154.0 feet

Area of One Antenna Post:

1.4

Antenna Post Moment Arm:

149.5

Number of Antennas and Posts Shielded 50%

1.0

Overturn Moment of Antennas:

83,217 Foot-lbs

Combined Overturn Moment (tank & antennas):

5,835,449 Foot-lbs

Total Percent Increase in Overturn Moment:

1.45%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the proposed addition of (3) ET-X-WM-18-65-8P panel-type antennas located on the roof.		

Antenna Overturn Moment Calculations for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed

90 MPH

Tank Specifications:

Height to the Low Water Level:

111 feet

Height to the High Water Level:

145 feet

Diameter of the Tank:

55.5 feet

Diameter of the Stem:

12 feet

Lower Diameter of the Basecone:

40.5 feet

Height of the Basecone:

44.5 feet

Distance Between High Water Level & the Roof:

4.5 feet

Antenna Specifications:

Number of Antennas:

3 Quantity

Height of Antennas:

61 inches

Width of Antennas:

12 inches

Height Above Roof Projection (Est) to the Center of the Antennas:

4.5 feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:

1678.2 feet²

Moment Arm of Ball:

130.3 feet

Area of Stem:

798.0 feet²

Moment Arm of Stem:

77.8 feet

Area of Basecone:

1168.1 feet²

Moment Arm of Basecone:

18.2 feet

Total Overturn Moment of Tank:

5,752,232 Foot-lbs

Area of Antennas & Moment Arm Lengths:

Area of One Antenna :

5.1 feet²

Antenna Moment Arm:

154.0 feet

Area of One Antenna Post:

1.2

Antenna Post Moment Arm:

149.5

Number of Antennas and Posts Shielded 50%

1.0

Overturn Moment of Antennas:

70,718 Foot-lbs

Combined Overturn Moment (tank & antennas):

5,822,950 Foot-lbs

Total Percent Increase in Overturn Moment:

1.23%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the proposed miscellaneous antenna equipment (3 RRH-C2, 3 RRH-V3) located on the roof.		

Misc. Equipment Overturn Moment Calcs for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed	90 MPH
Tank Specifications:	
Height to the Low Water Level:	111 feet
Height to the High Water Level:	145 feet
Diameter of the Tank:	55.5 feet
Diameter of the Stem:	12 feet
Lower Diameter of the Basecone:	40.5 feet
Height of the Basecone:	44.5 feet
Distance Between High Water Level & the Roof:	4.5 feet
Equipment Specifications:	
Number of Components:	6 Quantity
Average Height of the Equipment:	26.5 inches
Average Width of the Equipment:	18.3 inches
Average Height Above Roof Projection (Est) to the Center of the Components:	4.5 feet
Areas of Tank Sections & Moment Arm Lengths:	
Area of Ball:	1678.2 feet ²
Moment Arm of Ball:	130.3 feet
Area of Stem:	798.0 feet ²
Moment Arm of Stem:	77.8 feet
Area of Basecone:	1168.1 feet ²
Moment Arm of Basecone:	18.2 feet
Total Overturn Moment of Tank:	5,752,232 Foot-lbs
Area of Miscellaneous Equipment & Moment Arm Lengths:	
Equipment Area:	20.2 feet ²
Miscellaneous Equipment Moment Arm:	154.0 feet
Overturn Moment of the Equipment:	74,108 Foot-lbs
Combined Overturn Moment (tank & misc. equipment):	5,826,340 Foot-lbs
Total Percent Increase in Overturn Moment:	1.29%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the existing (9) panel-type antennas located on the roof.		

Antenna Overturn Moment Calculations for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed

90 MPH

Tank Specifications:

Height to the Low Water Level:

111 feet

Height to the High Water Level:

145 feet

Diameter of the Tank:

55.5 feet

Diameter of the Stem:

12 feet

Lower Diameter of the Basecone:

40.5 feet

Height of the Basecone:

44.5 feet

Distance Between High Water Level & the Roof:

4.5 feet

Antenna Specifications:

Number of Antennas:

9 Quantity

Height of Antennas:

76 inches

Width of Antennas:

14 inches

Height Above Roof Projection (Est) to the Center of the Antennas:

4.5 feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:

1678.2 feet²

Moment Arm of Ball:

130.3 feet

Area of Stem:

798.0 feet²

Moment Arm of Stem:

77.8 feet

Area of Basecone:

1168.1 feet²

Moment Arm of Basecone:

18.2 feet

Total Overturn Moment of Tank:

5,752,232 Foot-lbs

Area of Antennas & Moment Arm Lengths:

Area of One Antenna :

7.4 feet²

Antenna Moment Arm:

154.0 feet

Area of One Antenna Post:

1.5

Antenna Post Moment Arm:

149.5

Number of Antennas and Posts Shielded 50%

4.0

Overturn Moment of Antennas:

281,865 Foot-lbs

Combined Overturn Moment (tank & antennas):

6,034,097 Foot-lbs

Total Percent Increase in Overturn Moment:

4.90%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the existing miscellaneous antenna equipment (6 Nokia RRH) located on the roof.		

Misc. Equipment Overturn Moment Calcs for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed 90 MPH

Tank Specifications:

Height to the Low Water Level:	111 feet
Height to the High Water Level:	145 feet
Diameter of the Tank:	55.5 feet
Diameter of the Stem:	12 feet
Lower Diameter of the Basecone:	40.5 feet
Height of the Basecone:	44.5 feet
Distance Between High Water Level & the Roof:	4.5 feet

Equipment Specifications:

Number of Components:	6	Quantity
Average Height of the Equipment:	19	inches
Average Width of the Equipment:	13	inches
Average Height Above Roof Projection (Est) to the Center of the Components:	4.5	feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:	1678.2	feet ²
Moment Arm of Ball:	130.3	feet
Area of Stem:	798.0	feet ²
Moment Arm of Stem:	77.8	feet
Area of Basecone:	1168.1	feet ²
Moment Arm of Basecone:	18.2	feet

Total Overturn Moment of Tank: 5,752,232 Foot-lbs

Area of Miscellaneous Equipment & Moment Arm Lengths:

Equipment Area:	10.3	feet ²
Miscellaneous Equipment Moment Arm:	154.0	feet

Overturn Moment of the Equipment: 50,327 Foot-lbs

Combined Overturn Moment (tank & misc. equipment): 5,802,559 Foot-lbs

Total Percent Increase in Overturn Moment: 0.87%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the existing whip-type antenna located on the roof.		

Antenna Overturn Moment Calculations for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed

90 MPH

Tank Specifications:

Height to the Low Water Level:

111 feet

Height to the High Water Level:

145 feet

Diameter of the Tank:

55.5 feet

Diameter of the Stem:

12 feet

Lower Diameter of the Basecone:

40.5 feet

Height of the Basecone:

44.5 feet

Distance Between High Water Level & the Roof:

4.5 feet

Antenna Specifications:

Number of Antennas:

1 Quantity

Height of Antennas:

10 feet

Width of Antennas:

1.5 inches

Height Above Roof Projection (Est) to the Center of the Antennas:

9.5 feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:

1678.2 feet²

Moment Arm of Ball:

130.3 feet

Area of Stem:

798.0 feet²

Moment Arm of Stem:

77.8 feet

Area of Basecone:

1168.1 feet²

Moment Arm of Basecone:

18.2 feet

Total Overturn Moment of Tank:

5,752,232 Foot-lbs

Area of Antennas & Moment Arm Lengths:

Area of One Antenna :

1.3 feet²

Antenna Moment Arm:

159.0 feet

Number of Antennas Shielded 50%

0.0

Overturn Moment of Antennas:

3,787 Foot-lbs

Combined Overturn Moment (tank & antennas):

5,756,019 Foot-lbs

Total Percent Increase in Overturn Moment:

0.07%

FOR DIXON ENGINEERING, INC.

Owner:	Fort Wayne, IN	
Location:	East Dupont Rd Water Tank	
For:	Dave Helton Associates	
Date:	March 5, 2015	
Antenna Provider:	Sprint	
Tank Type:	Spheroid	
Tank Volume:	500,000	Gallons
Increase in overturn moment with the existing roof handrail.		

Handrail Overturn Moment Calculations for Spheroid Type Tank Due to Wind Load

Wind Evaluation Speed

90 MPH

Tank Specifications:

Height to the Low Water Level:

111 feet

Height to the High Water Level:

145 feet

Diameter of the Tank:

55.5 feet

Diameter of the Stem:

12 feet

Lower Diameter of the Basecone:

40.5 feet

Height of the Basecone:

44.5 feet

Distance Between High Water Level & the Roof:

4.5 feet

Handrail Specifications:

Number of Handrail Divisions:

3 Quantity

Average Height of each Division:

3 inches

Diameter of the Handrail:

30 feet

Number of Handrail Legs

16

Width of Handrail Legs

2.5 inches

Height of Handrail Legs

3.5 feet

Height Above Roof Projection (Est) to the Center of the Handrail:

0 feet

Areas of Tank Sections & Moment Arm Lengths:

Area of Ball:

1678.2 feet²

Moment Arm of Ball:

130.3 feet

Area of Stem:

798.0 feet²

Moment Arm of Stem:

77.8 feet

Area of Basecone:

1168.1 feet²

Moment Arm of Basecone:

18.2 feet

Total Overturn Moment of Tank:

5,752,232 Foot-lbs

Area of Handrail & Moment Arm Length:

Handrail Area:

33.8 feet²

Area of One Handrail Leg

0.729 feet²

Handrail Moment Arm:

149.5 feet

Number of Handrail Legs Shielded 50%

8

Overturn Moment of Handrail:

137,669 Foot-lbs

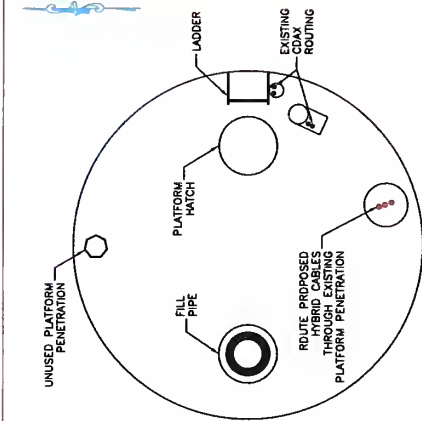
Combined Overturn Moment (tank & handrail):

5,889,901 Foot-lbs

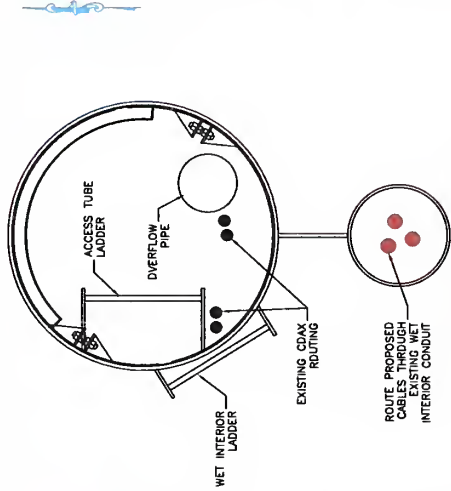
Total Percent Increase in Overturn Moment:

2.39%

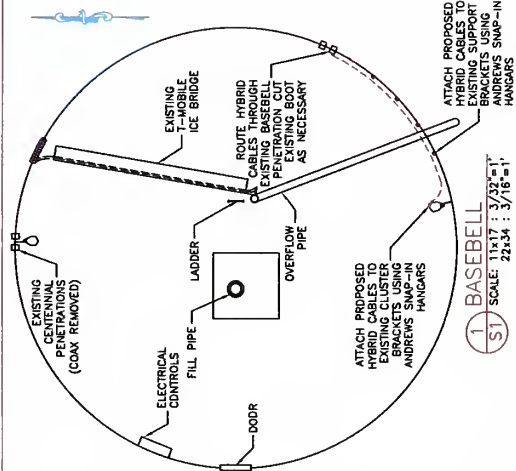
FOR DIXON ENGINEERING, INC.



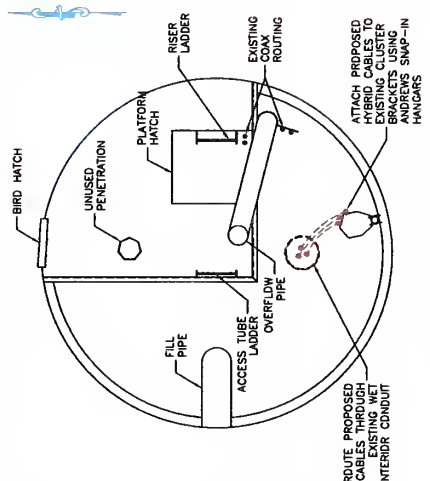
2 S1 SCALE: 11x17 : 1/4"=1'
22x34 : 1/2"=1'



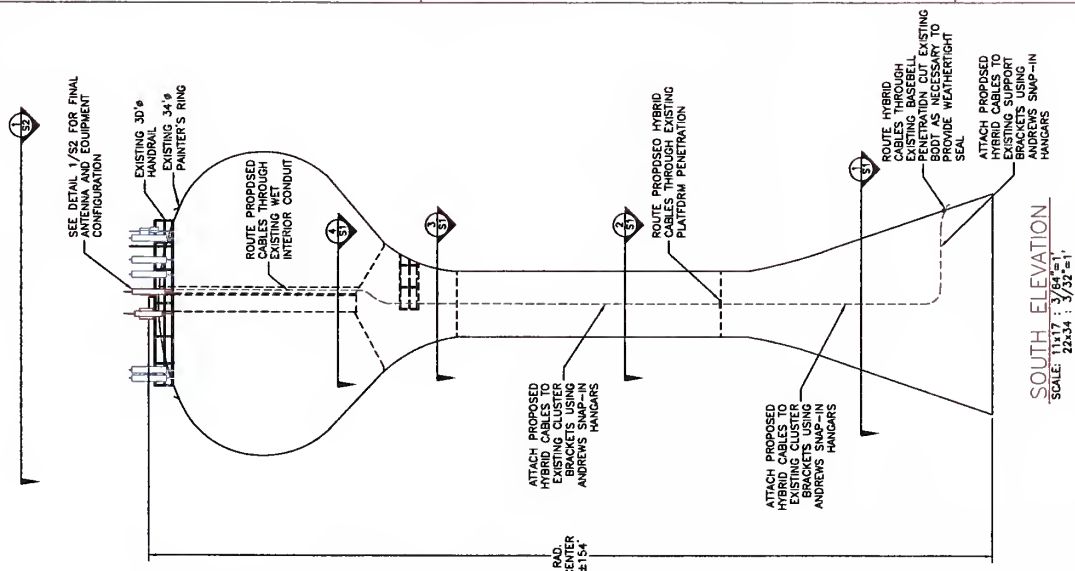
4 ACCESS TUBE
S1 SCALE: $11 \times 17 : 3/4" = 1'$
 $22 \times 34 : 1 1/2" = 1'$



1 BASEBELL
S1 SCALE: 11x17 : 3/32"=1'
22x34 : 3/16"=1'



3 TOP PLATFORM
S1 SCALE: $11 \times 17 : 1/4'' = 1'$
 $22 \times 34 : 1/2'' = 1'$



SOUTH ELEVATION
SCALE: $11 \times 17 : 3/84"=1'$
 $22 \times 34 : 3/32"=1'$



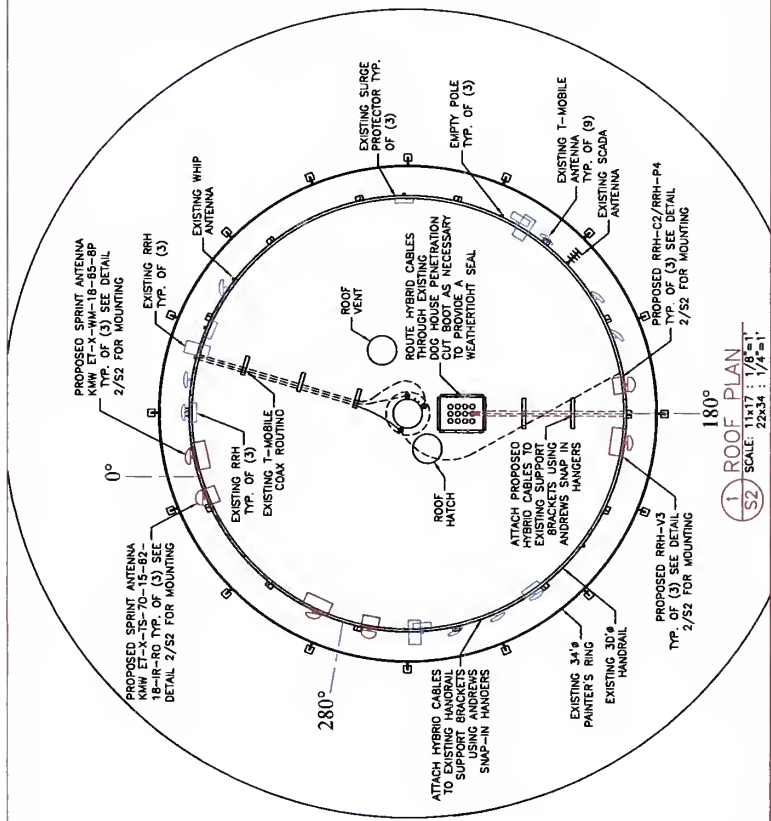
JSC 88440 FORT WAYNE
1016 EAST DUPONT RD
FORT WAYNE, IN

NO.	REVISION/DESCRIPTION	DATE
1	SUBMITTED FOR REVIEW/BOOK	02/03/2015

CABLES, SITE NO.	CH51XC384
PROJECT NO.	14-44-01-15
DESIGNED BY	AS
CHECKED BY	IMG
SHEET TITLE	

STRUCTURAL
DRAWINGS

S2



1 ROOF PLAN
SCALE: 1/8" = 1'-0"
1/4" = 1'-0"

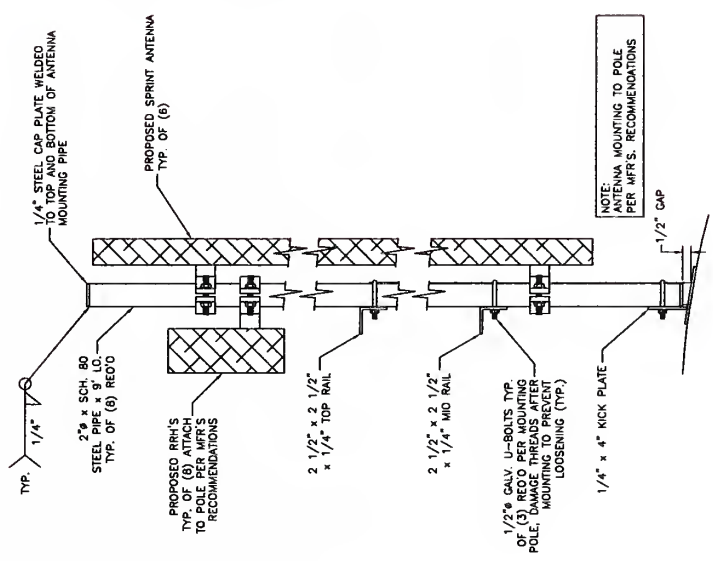
ANTENNA/EQUIPMENT SPECIFICATIONS

PROPOSED SPRINT ON ROOF HANDRAIL:

- (3) KMW ET-X-TS-70-15-62-18-IR-RD (72"x12"x5.9", 39.68lbs), HEIGHT = 4'-6" ABOVE ROOF
- (3) KMW ET-X-WM-18-65-8P (61"x12"x4.3", 36.4lbs), HEIGHT = 4'-6" ABOVE ROOF
- (3) RRH-C2/RRH-P4 (23.75"x13.75"x9", WEIGHT UNKNOWN)
- (3) RRH-V3 (28.8"x22.8"x10.8", 59.5lbs)

EXISTING ON ROOF HANDRAIL:

- (9) APX17DWV-17DW (76"x14"x3", WEIGHT UNKNOWN) HEIGHT = 4'-6" ABOVE ROOF
- (3) NOKIA RRH (18"x16"x5.5", WEIGHT UNKNOWN)
- (3) NOKIA RRH (20"x10"x22", WEIGHT UNKNOWN)
- (1) 10' WHIP ANTENNA
- (3) SURGE PROTECTORS RNSDC-7771-PF-48 (SIZE AND WEIGHT UNKNOWN)
- (1) SCADA ANTENNA



2 ANTENNA MOUNT
SCALE: 1/4" = 1'-0"
1/2" = 1'-0"

EMERGENCY RESOLUTION NUMBER 102-4-01-15-1

EMERGENCY RETAINING WALL REPAIR ON FALLS DRIVE (BETWEEN LIBERTY MILLS ROAD AND COVENTRY PARKWAY)

WHEREAS, approximately 250 feet of Retaining wall was constructed by Allen County Highway Department in 2002 to address the elevation difference between Falls Drive and the Perfection Autowash (which is currently a convenience store/gas station owned by Kroger), and;

WHEREAS, in 2006, this section of Falls Drive was annexed into the City of Fort Wayne, and;

WHEREAS, on Saturday March 28, 2015, a portion of this retaining wall failed and the embankment fell into Falls Drive, and;

WHEREAS, said extent of retaining wall failure could not reasonably be foreseen and requires immediate action, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), and;

WHEREAS, Public Works will be requesting invitational bids from a minimum of two contractors,

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said road repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 1st day of April, 2015

BOARD OF PUBLIC WORKS

By Absent
Robert P. Kennedy, Chair

By [Signature]
Kumar Menon, Member

By [Signature]
Mike Avila, Member

ATTEST: [Signature]
Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0045A

2015 – RESURFACING PACKAGE SOUTHWEST WORK ORDER NO. 0045A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: That it is deemed necessary to improve STREET RESURFACING IN COUNCIL DISTRICTS 4 & 5 BY MILLING AND RESURFACING, FURNISH AND ADJUSTING CASTINGS, TRAFFIC SYSTEMS AND LOOPS, AND PAVEMENT MARKINGS.

DISTRICT #4

WINTERGREEN-W US 24 TO PINE LAKE RD
WINTERGREEN- PINE LAKE RD TO CUL DE SAC
PINE LAKE RD- WINTERGREEN TO PINE GATE DR
ROLLING PINE RUN – CUL DE SAC TO PINE GATE
PINE GATE DE – ROLLING PINE TO 100' N OF ROLLING PINE
LIBERTY MILLS RD – TOWNHOUSE TO ROLLING HILLS
W HILLS RD – LIBERTY MILLS TO 800' NORTH
ARBOR TREE COVE – YORKTOWN TO CUL DE SAC
CHESWICK COVE – BENT TREE LANE TO CUL DE SAC
SPY GLASS RUN – WOODS EDGE LANE TO BENT TREE LANE
CINNAMON TREE PL – SPY GLASS TO CUL DE SAC
DEER CREEK LANE – SPY GLASS TO SHADOW RIDGE RUN
TOMAHAWK TR – SPY GLASS TO LIBERTY GLEN
LIBERTY GLADE - CUL DE SAC TO LIBERTY GLEN
LIBERTY GLEN – LIBERTY GLADE TO CUL DE SAC
COVINGTON ROAD –SYCAMORE HILLS TO SCOTT
COVINGTON ROAD – COVINGTON WOODS TO COUNTRYSIDE DR
CHARDONNAY – COVINGTON POINTE TO FOUNTAIN
COVINGTON POINTE COVE – CUL DE SAC TO COVINGTON POINTE
COVINGTON POINTE TRAIL – NO X-STREET TO CHARDONNAY
COVINGTON POINTE WAY – COVINGTON POINTE TO CUL DE SAC
AVENUE OF AUTOS – ILLINOIS TO CUL DE SAC (not including cul-de-sac)

DISTRICT #5

BLUFFTON ROAD – ENGLE TO BROOKLYN
BROOKLYN – BLUFFTON TO 300' NORTH
CALHOUN ST – BRACKRIDGE TO JEFFERSON
CALHOUN STREET – MAPLE GROVE TO SHERWOOD TERRACE
CALHOUN ST – BRANNING TO RUDISILL
VAN BUREN – WASHINGTON TO MICHAELS
SUPERIOR – VAN BUREN TO FULTON (CONCRETE)
SUPERIOR ST - EWING TO WELLS ST BRIDGE
KINSMOOR – BROADWAY TO BEAVER
ILLSLEY – BROADWAY TO BEAVER AVE
OJIBWAY – INDIAN HILLS TO WENONAH LN
INDIAN HILLS – ENGLE RD TO OJIBWAY TR
HIAWATHA – ENGLE RD TO OPEECHEE WAY
HIAWATHA – OJIBWAY TO ALGONQUIN
ALGONQUIN – WAWONAISSA TO HIAWATHA
NOKOMIS – OWAISSA TO WAWONAISSA
THOMPSON – SWINNEY TO WALL ST
BROADWAY – ILLSLEY TO KINSMOOR, INCLUDING BLUFFTON INTERSECTION
FOSTER PARK ENTRANCE TO 775' WEST- WIDENING AND RESURFACING

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1 day of April, 2015.

BOARD OF PUBLIC WORKS

Absent
Robert Kennedy, Chairman

Mike Avila
Mike Avila, Member

Kumar Menon
Kumar Menon, Member

ATTEST: Lyndsey L. Richards
Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: 2015 - RESURFACING PACKAGE SOUTHWEST

RES. NO.:

0045A

W.O. NO.:

0045A

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initiated by
the bidder and will be noted at the time of opening.required completion date: September 1, 2015

Bid

Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	SURFACE MILLING, BITUMINOUS	135240	SY		
2	HMA INTERMEDIATE, TYPE A, 12.5 mm	3585	TN		
3	HMA INTERMEDIATE, TYPE B, 12.5 mm	6650	TN		
4	HMA SURFACE, TYPE A, 9.5 mm	4200	TN		
5	HMA SURFACE, TYPE B, 9.5 mm	4000	TN		
6	BITUMINOUS MATERIAL FOR TACK COAT	67	TN		
7	QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	25	TN		
8	BITUMINOUS MIXTURE FOR APPROACHES, SIDE STREETS	24	TN		
9	WORK ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
10	MAINTENANCE OF TRAFFIC	1	LS		
11	MOBILIZATION/ DEMOBILIZATION	1	LS		
12	REINSTALL WIRELESS VEHICLE SENSOR NODE	14	EA		
13	1d/14 LOOP CABLE	4180	LF		
14	SAW SLOT AND SEALER	1140	LF		
15	REINSTALL DETECTOR HOUSING	4	EA		
16	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	945	LF		
17	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	2410	LF		
18	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	893	LF		
19	PAVEMENT MARKINGS, SOLID YELLOW, CENTERLINE, PAINT, 4"	29328	LF		
20	PAVEMENT MARKINGS, BROKEN YELLOW, CENTERLINE, PAINT, 4"	1340	LF		
21	PAVEMENT MARKINGS, SOLID WHITE, LANE LINE, PAINT, 4"	4907	LF		
22	PAVEMENT MARKINGS, BROKEN WHITE, LANE LINE, PAINT, 4"	1475	LF		
23	PAVEMENT MARKINGS, WHITE, EDGE LINE, PAINT, 4"	6730	LF		
24	TEMPORARY PAVEMENT MARKING REMOVABLE, WHITE AND YELLOW, SOLID, 4"	5650	LF		
25	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (RIGHT ARROW)	20	EA		
26	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (LEFT ARROW)	27	EA		
27	PAVEMENT MARKING, PAINT, WHITE, 4", FOR PARKING STALLS	900	LF		
28	TEMPORARY PAVEMENT MARKING PAINT, WHITE AND YELLOW, SOLID, 4"	3000	LF		
30	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 12"	60	LF		
31	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 8"	350	LF		
32	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (COMBINATION THRU/LEFT ARROW)	3	EA		
33	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA		
34	WATER VALVE, ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	10	EA		
35	EXCAVATION, COMMON	10	SY		
36	COMPACTED AGGREGATE, NO. 53, BASE	20	TN		
37	HYDROSEEDING WITH HYDROSTIK OR EQUIVALENT FOR EROSION AND SEDIMENT CONTROL	290	SY		
38	TOPSOIL	30	TN		
39	LINEAR GRADING	9	STA		
40	ASPHALT SURFACE SPEEDBUMPS	2	EA		

ESTIMATE OF QUANTITIES

RES. NO.: 0045A
W.O. NO.: 0045A

proj: 2015 - RESURFACING PACKAGE SOUTHWEST

Bid Estimate: \$1,075,814.00
estimated e&i:
Total estimate: \$1,075,814.00

Date: 3/27/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	SURFACE MILLING, BITUMINOUS	135240	SY	\$0.75	\$101,430.00
2	HMA INTERMEDIATE, TYPE A, 12.5 mm	3585	TN	\$38.00	\$136,230.00
3	HMA INTERMEDIATE, TYPE B, 12.5 mm	6650	TN	\$40.00	\$266,000.00
4	HMA SURFACE, TYPE A, 9.5 mm	4200	TN	\$48.00	\$201,600.00
5	HMA SURFACE, TYPE B, 9.5 mm	4000	TN	\$50.00	\$200,000.00
6	BITUMINOUS MATERIAL FOR TACK COAT	67	TN	\$50.00	\$3,350.00
7	BITUMINOUS MATERIAL FOR PATCHING (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	25	TN	\$100.00	\$2,500.00
8	BITUMINOUS MIXTURE FOR APPROACHES, SIDE STREETS	24	TN	\$100.00	\$2,400.00
9	WORK ALLOWANCE	1	LS	\$5,000.00	\$5,000.00
10	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00
11	MOBILIZATION/ DEMOBILIZATION	1	LS	\$40,000.00	\$40,000.00
12	REINSTALL WIRELESS VEHICLE SENSOR NODE	14	EA	\$950.00	\$13,300.00
13	1c/14 LOOP CABLE	4180	LF	\$0.80	\$3,344.00
14	SAW SLOT AND SEALER	1140	LF	\$12.00	\$13,680.00
15	REINSTALL DETECTOR HOUSING	4	EA	\$900.00	\$3,600.00
16	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	945	LF	\$3.00	\$2,835.00
17	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	2410	LF	\$0.50	\$1,205.00
18	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	893	LF	\$5.00	\$4,465.00
19	PAVEMENT MARKINGS, SOLID YELLOW, CENTERLINE, PAINT, 4"	29328	LF	\$0.50	\$14,664.00
20	PAVEMENT MARKINGS, BROKEN YELLOW, CENTERLINE, PAINT, 4"	1340	LF	\$0.50	\$670.00
21	PAVEMENT MARKINGS, SOLID WHITE, LANE LINE, PAINT, 4"	4907	LF	\$0.50	\$2,453.50
22	PAVEMENT MARKINGS, BROKEN WHITE, LANE LINE, PAINT, 4"	1475	LF	\$0.50	\$737.50
23	PAVEMENT MARKINGS, WHITE, EDGE LINE, PAINT, 4"	6730	LF	\$0.50	\$3,365.00
24	TEMPORARY PAVEMENT MARKING REMOVABLE, WHITE AND YELLOW, SOLID, 4"	5650	LF	\$1.00	\$5,650.00
25	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (RIGHT ARROW)	20	EA	\$25.00	\$500.00
26	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (LEFT ARROW)	27	EA	\$25.00	\$675.00
27	PAVEMENT MARKING, PAINT, WHITE, 4", FOR PARKING STALLS	900	LF	\$0.60	\$540.00
28	TEMPORARY PAVEMENT MARKING PAINT, WHITE AND YELLOW, SOLID, 4"	3000	LF	\$1.00	\$3,000.00
30	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 12"	60	LF	\$2.00	\$120.00
31	TRANSVERSE MARKINGS, THERMOPLASTIC, YELLOW CROSS HATCH, 8"	350	LF	\$5.00	\$1,750.00
32	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (COMBINATION THRU/LEFT ARROW)	3	EA	\$50.00	\$150.00
33	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA	\$175.00	\$2,625.00
34	WATER VALVE, ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	10	EA	\$75.00	\$750.00
35	EXCAVATION, COMMON	10	SY	\$50.00	\$500.00
36	COMPACTED AGGREGATE, NO. 53, BASE	20	TN	\$30.00	\$600.00
37	HYDROSEEDING WITH HYDROSTIK OR EQUIVALENT FOR EROSION AND SEDIMENT CONTROL	290	SY	\$2.50	\$725.00
38	TOPSOIL	30	TN	\$20.00	\$600.00
39	LINEAR GRADING	9	STA	\$200.00	\$1,800.00
40	ASPHALT SURFACE SPEEDBUMPS	2	EA	\$1,500.00	\$3,000.00

**Spy Run Extended Manhole Raising
RESOLUTION NO. 76069**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

Installation of one new sanitary manhole and raising six additional manholes by adding an additional manhole barrel section, including all bypass pumping needed.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Spy Run Extended Manhole Raising**.

Declares the cost of the said improvements shall be paid by Sewer Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is 28,000.

APPROVED THIS 1 DAY OF April, 2015.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

**Lime Sludge Lift Station Force Main
RESOLUTION NO. 75670**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Extension of the existing Lime Sludge Lift Station Force Main to an existing downstream manhole

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Lime Sludge Lift Station Force Main

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

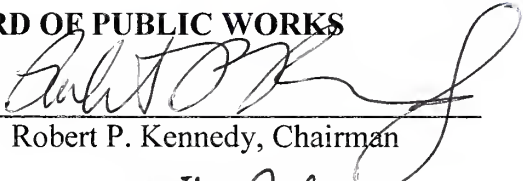
Declares that this project is of public utility benefit.

States there are no costs associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$232,881.00.

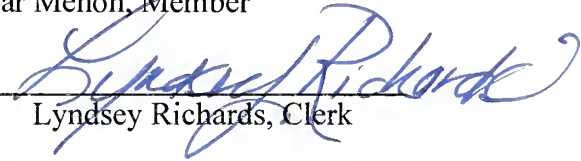
APPROVED THIS 8 DAY OF April, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

WATER POLLUTION CONTROL PLANT
Energy Management System
RESOLUTION NO. 75866

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of Energy Management System to monitor and analyze energy consumption at the Water Pollution Control Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "WATER POLLUTION CONTROL PLANT ENERGY MANAGEMENT SYSTEM" prepared by City of Fort Wayne.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

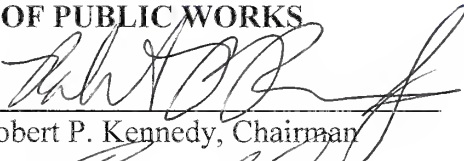
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$68,000.

APPROVED THIS 8 DAY OF April, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lindsey Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0022C

**TOWER HEIGHTS/HAMILTON ASSOCIATION/NORTH HIGHLANDS/
LINCOLN PARK CONCRETE STREET REPAIRS
WORK ORDER NO. 0022C**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: Tower Heights Addition, Hamilton Association, North
Highlands Addition and Lincoln Park Concrete Street Repairs.

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila
Mike Avila, Member

Kumar Menon
Kumar Menon, Member

ATTEST: Lyndsey L. Richards
Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: Tower Heights/Hamilton Assoc/North Highlands/Lincoln Park Conc
Repairs

RES. NO.: 0022C
W.O. NO.: 0022C

TOTAL BID AMT: _____

required completion date: 8/30/2016

**Note: Contractor will be paid on measured quantities only at unit price bid.
Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.**

Bid

Date: May 6th, 2015

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Mobilization and Demobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Work Allowance	1	LS		
4	Removal of Concrete Pavement, (Includes Curb Type I-A)	23901	SY		
5	Removal of Concrete	34281	SY		
6	Curb Removal, (Includes all curb except Curb Type I-A)	14125	SY		
7	Cement Concrete Pavement, Plain, 7 inches, (Includes Curb Type I-A and Rebar)	26362	SY		
8	Cement Concrete Pavement, Plain, 9 inches, (Includes Rebar)	735	SY		
9	1" Expansion Joint	140	LF		
10	Concrete Pavement for Residential Drive (6")	4452	SY		
11	Concrete Pavement for Commercial Drive and Alley Approach (8")	2014	SY		
12	Concrete Sidewalk (4")	23863	SY		
13	Concrete Wingwalk and Curb Ramps (6")	2720	SY		
14	Concrete Curb Type III	3555	LF		
16	Concrete Curb Type I-B	686	LF		
18	Special Concrete Curb Type I-B, Includes 2" Asphalt on Gutter	3336	LF		
19	Concrete Curbface Walk (4")	1406	SY		
20	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Unit	252	EA		
21	ADA Solutions, Armor-Tile, or Approved Equal "Surface Mount" 2' x 4' Composite, Tactile Warning Unit	410	EA		
22	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	5926	TON		
23	Bed Course Material	7415	TON		
24	2' x 2' Curb and Gutter Casting, Furnish and Adjust to Grade	50	EA		
25	2' x 2' Alley Casting, Furnish and adjust to grade	3	EA		
26	24" Sanitary Manhole Casting, "Undistributed", Furnish and Adjust to Grade	1	EA		
27	24" Solid Storm Manhole Casting, "Undistributed", Furnish and Adjust to Grade	1	EA		

30	2' x 3' Inlet (Installed, Complete in place)	2	Ea		
31	12" RCP, Class III	61	LF		
32	12" HDPE, "Undistributed"	10	LF		
33	Casting, Adjust ot Grade	70	EA		
34	Water Valve Box, "Undistributed", Adjust to Grade	1	EA		
35	Water Curb Box, "Undistributed", Adjust to Grade	1	EA		
36	Top Soil	4878	TON		
37	Hydroseed with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	20439	SY		
38	Construction Sign, Type A	55	EA		
39	Standard Barricade, Type III-B	50	EA		
40	Underdrain, 6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	7100	LF		
41	Inlet Protection device for erosion and sediment control	125	EA		
42	Stump Removal (All Sizes)	30	EA		
44	Retaining Block Wall, Type Keystone or approved equal(includes Cap Stone)(Quantities Measured off face of wall)(Includes all stone and drains)	1238	SF		
45	8" Curb for Back of Walk	650	LF		
46	12" x 12" Pin on Curb for Back of Walk	5	LF		
47	"V-LOK" for installation of signs in Concrete Walks and Wingwalks	3	EA		
48	Common Excavation, "Undistributed"	98	CY		
49	Yard walks with Steps	10	CY		
50	Yard Drain, Installed	1	EA		
51	Clean Debris from Walk (Loose asphalt and dirt)	75	SY		
52	Remove Existing Retaining Wall	198	LF		
54	Clearing of Right of Way (Includes trimming of brush along walk and removal of Railroad Tracks under walk if necessary)	1	LS		
54	Handrail at steps (Intersection of Tyler and Rosemont)	20	LF		
55	Removal of Handrail (Intersection of Tyler and Rosemont)	20	LF		
56	Asphalt/Concrete Pavement Repair	30	SY		
57	Spray sidewalk joints with weed killer	225	LF		

ESTIMATE OF QUANTITIES

proj: Tower Heights/Hamilton Assoc/North Highlands/Lincoln Park Conc Repairs

RES. NO.: 0022C

W.O. NO.: 0022C

Bid Estimate: \$3,688,454.00

estimated e&i:

Total estimate: \$3,688,454.00

Date: 4/7/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Mobilization and Demobilization	1	LS	\$130,000.00	\$130,000.00
2	Maintenance of Traffic	1	LS	\$165,000.00	\$165,000.00
3	Work Allowance	1	LS	\$20,000.00	\$20,000.00
4	Removal of Concrete Pavement, (Includes Curb Type I-A)	27097	SY	\$8.00	\$216,776.00
5	Removal of Concrete	34281	SY	\$7.00	\$239,967.00
6	Curb Removal, (Includes all curb except Curb Type I-A)	14125	SY	\$5.00	\$70,625.00
7	Cement Concrete Pavement, Plain, 7 inches, (Includes Curb Type I-A and Rebar)	26362	SY	\$32.00	\$843,584.00
8	Cement Concrete Pavement, Plain, 9 inches, (Includes Rebar)	735	SY	\$34.00	\$24,990.00
9	1" Expansion Joint	140	LF	\$8.00	\$1,120.00
10	Concrete Pavement for Residential Drive (6")	4452	SY	\$35.00	\$155,820.00
11	Concrete Pavement for Commercial Drive and Alley Approach (8")	2014	SY	\$38.00	\$76,532.00
12	Concrete Sidewalk (4")	23863	SY	\$29.00	\$692,027.00
13	Concrete Wingwalk and Curb Ramps (6")	2720	SY	\$55.00	\$149,600.00
14	Concrete Curb Type III	3555	LF	\$20.00	\$71,100.00
15	Concrete Curb Type II-A	3218	LF	\$12.00	\$38,616.00
16	Concrete Curb Type I-B	686	LF	\$22.00	\$15,092.00
17	Concrete Curb Type II-B	703	LF	\$22.00	\$15,466.00
18	Special Concrete Curb Type I-B, Includes 2" Asphalt on Gutter	3336	LF	\$25.00	\$83,400.00
19	Concrete Curbface Walk (4")	1406	SY	\$35.00	\$49,210.00
20	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Unit	252	EA	\$200.00	\$50,400.00
21	ADA Solutions, Armor-Tile, or Approved Equal "Surface Mount" 2' x 4' Composite, Tactile Warning Unit	410	EA	\$200.00	\$82,000.00
22	Type "O" Compacted Aggregate for Base and Special Backfill No. 53	5926	TON	\$16.00	\$94,816.00
23	Bed Course Material	7415	TON	\$16.00	\$118,640.00
24	2' x 2' Curb and Gutter Casting, Furnish and Adjust to Grade	50	EA	\$425.00	\$21,250.00
25	2' x2' Alley Casting, Furnish and adjust to grade	3	EA	\$425.00	\$1,275.00
26	24" Sanitary Manhole Casting, "Undistributed", Furnish and Adjust to Grade	1	EA	\$450.00	\$450.00
27	24" Solid Storm Manhole Casting, "Undistributed", Furnish and Adjust to Grade	1	EA	\$450.00	\$450.00
28	30" Inlet (Installed, Complete in place)	2	EA	\$1,400.00	\$2,800.00
29	48" Catch Basin (Installed, Complete in place)	1	EA	\$2,250.00	\$2,250.00
30	2' x 3' Inlet (Installed, Complete in place)	2	Ea	\$1,500.00	\$3,000.00
31	12" RCP, Class III	61	LF	\$50.00	\$3,050.00

32	12" HDPE, "Undistributed"	10	LF	\$40.00	\$400.00
33	Casting, Adjust ot Grade	70	EA	\$125.00	\$8,750.00
34	Water Valve Box, "Undistributed", Adjust to Grade	1	EA	\$75.00	\$75.00
35	Water Curb Box, "Undistributed", Adjust to Grade	1	EA	\$50.00	\$50.00
36	Top Soil	4878	TON	\$20.00	\$97,560.00
37	Hydroseed with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	20439	SY	\$1.75	\$35,768.25
38	Construction Sign, Type A	55	EA	\$90.00	\$4,950.00
39	Standard Barricade, Type III-B	50	EA	\$140.00	\$7,000.00
40	Underdrain, 6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	7100	LF	\$8.00	\$56,800.00
41	Inlet Protection device for erosion and sediment control	125	EA	\$40.00	\$5,000.00
42	Stump Removal (All Sizes)	30	EA	\$150.00	\$4,500.00
43	Tree Removal	1	EA	\$1,200.00	\$1,200.00
44	Retaining Block Wall, Type Keystone or approved equal(includes Cap Stone)(Quantities Measured off face of wall)(Includes all stone and drains)	1238	SF	\$0.00	\$0.00
45	8" Curb for Back of Walk	650	LF	\$15.00	\$9,750.00
46	12" x 12" Pin on Curb for Back of Walk	5	LF	\$25.00	\$125.00
47	"V-LOK" for installation of signs in Concrete Walks and Wingwalks	3	EA	\$75.00	\$225.00
48	Common Excavation, "Undistributed"	98	CY	\$25.00	\$2,450.00
49	Yard walks with Steps	10	CY	\$350.00	\$3,500.00
50	Yard Drain, Installed	1	EA	\$250.00	\$250.00
51	Clean Debris from Walk (Loose asphalt and dirt)	75	SY	\$3.50	\$262.50
52	Remove Existing Retaining Wall	198	LF	\$7.00	\$1,386.00
53	Clearing of Right of Way (Includes trimming of brush along walk and removal of Railroad Tracks under walk if necessary)	1	LS	\$5,000.00	\$5,000.00
54	Handrail at steps (Intersection of Tyler and Rosemont)	20	LF	\$150.00	\$3,000.00
55	Removal of Handrail (Intersection of Tyler and Rosemont)	20	LF	\$2.00	\$40.00
56	Asphlat/Concrete Pavement Repair	30	SY	\$35.00	\$1,050.00
57	Spray sidewalk joints with weed killer	225	LF	\$0.25	\$56.25

IMPROVEMENT RESOLUTION NO.0044A

2015 -- RESURFACING PACKAGE NORTHEAST WORK ORDER NO.0044A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve STREET RESURFACING IN COUNCIL DISTRICTS 1 & 2.
BY MILLING AND RESURFACING 1-3 INCHES OF PAVEMENT, FURNISH AND ADJUSTING
CASTINGS, AND PAVEMENT MARKINGS.

DISTRICT 1

GLENCAIRN -- WOODSTOCK to PHILIP
GLENCAIRN - PHILIP to VANCE
SHERBORNE - STATE to STAFFORD
STAFFORD - SHERBORNE to BELFAST
STAFFORD - BELFAST to BOSWORTH
STAFFORD -- BOSWORTH to BOLTON
GREENFIELD -- REED to NO CROSS STREET
HIGHWOOD -- ELWOOD to REED
TWLIGHT - NO CROSS STREET to RED OAK
TWLIGHT - RED OAK to DEAD END
VANCE -- DELRAY to ROCKWOOD
VANCE-ROCKWOOD to MAXIM
ROCKWOOD -- DESOTO to VANCE
VANCE - MAXIM to AMULET
VANCE - AMULET to NO CROSS STREET
ANTHONY - MAUMEE RIVER to NIAGARA
ANTHONY -- NIAGARA to CODY
ANTHONY -- CODY to EDGEWATER
ANTHONY -- EDGEWATER to COLUMBIA
ANTHONY -- COLUMBIA to TILDEN
ANTHONY -- TILDEN to LAKE
NIAGARA -- KENSINGTON to PEMBERTON
PEMBERTON -- NIAGARA to CODY
PEMBERTON -- CODY to COLUMBIA
PEMBERTON -- COLUMBIA to TILDEN
PEMBERTON- TILDEN to LAKE
COLUMBIA -- PEMBERTON to DEAD END
STATE BLVD. -- COLISEUM to DALLAS
STATE BLVD. -- DALLAS to INWOOD
STATE BLVD. -- INWOD to INWOOD
STATE BLVD. -- INWOD to MATHIAS
STATE BLVD. -- MATHIAS to NO CROSS STREET
REED - ST JOE CENTER to JASON
REED -- JASON to GREENFIELD
REED -- GREENFIELD to FURGE
REED -- FURGE to IVY BROOK
REED - IVY BROOK to ELSDALE
REED -- ELSDALE to STARWOOD
REED -- STARWOOD to NO CROSS STREET
REED - NO CROSS STREET to DRUID HILLS
REED - DRUID HILLS to PEPPERILL RIDGE
REED -- PEPPERILL RIDGE to EVARD
REED -- VANCE to FAIRLAWN
REED -- FAIRLAWN to WOODMARK

REED – WOODMARK to HIGHWOOD
REED – HIGHWOOD to TRIERWOOD PARK
REED - TRIERWOOD PARK to BRADWOOD
WHEELOCK - ST JOE CENTER to TREASURE COVE
WHEELOCK - TREASURE COVE to GREYHAWK DRIVE
WHEELOCK - GREYHAWK DRIVE to MONIQUE
WHEELOCK – MONIQUE to ROTHMAN
WHEELOCK - ROTHMAN to CITY LIMITS
ROTHMAN LANE – WHEELOCK to LISMORE

DISTRICT 2

GLENCAIRN – VANCE to VICTORIA
GLENCAIRN – VICTORIA to FAIRLAWN
TERRY - ST JOE to DEAD END
RUANN - DEAD END to AUER
BILLJO - DEAD END to AUER
JOHNNIE - DEAD END to AUER
UPPER ST JOE CENTER – WESTCHESTER to NO CROSS STREET
UPPER ST JOE CENTER - EAST SHORE to WESTCHESTER
CRESCENT – COLISEUM to BROYLES
CRESCENT – BROYLES to LAWSHE
CRESCENT – LAWSHE to NO CROSS STREET
CRESCENT - NO CROSS STREET to HOBSON

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

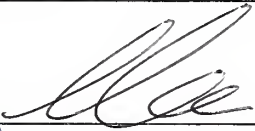
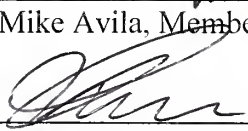
Adopted this 15 day of April, 2015.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

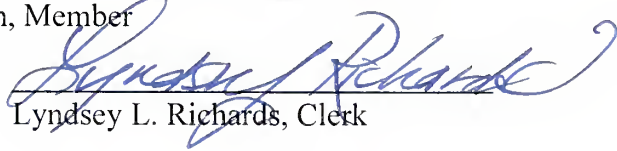


Mike Avila, Member



Kumar Menon, Member

ATTEST:



Lyndsey L. Richards, Clerk

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

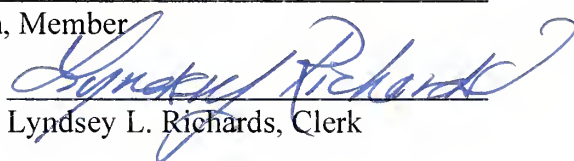


Mike Avila, Member

Kumar Menon, Member

ATTEST:



Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: 2015 - Resurface Package Northeast

RES. NO.:

0044A

W.O. NO.:

0044A

TOTAL BID AMT: _____

required completion date: _____ 09/04/15

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

Bid

Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	SURFACE MILLING, BITUMINOUS	138768	SY		
2	HMA INTERMEDIATE, TYPE A, 9.5 mm	1080	TON		
3	HMA INTERMEDIATE, TYPE B, 9.5 mm	1	TON		
4	COMPACTED #53 AGGRAGRATE OR SCREENED RAP FOR STONE SHOULDER	563	TON		
5	HMA INTERMEDIATE, TYPE B, 12.5 mm	10825	TON		
6	HMA SURFACE, TYPE A, 9.5 mm	2006	TON		
7	HMA SURFACE, TYPE B, 9.5 mm	5826	TON		
8	BITUMINOUS MIXTURE FOR APPROACHES	119	TON		
9	BITUMINOUS MATERIAL FOR WEDGE AND LEVEL	1	TON		
10	QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	882	TON		
11	BITUMINOUS MATERIAL FOR TACK COAT	48	TON		
12	WATER VALVE, ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	13	EA		
13	WATER VALVE, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	1	EA		
14	24" SANITARY MANHOLE CASTING, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED QUANTITY)	1	EA		
15	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	21	EA		
16	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	1	LF		
17	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	332	LF		
18	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	275	LF		
19	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	230	LF		
20	PAVEMENT MARKINGS, SOLID YELLOW, PAINT, 4"	22290	LF		
21	PAVEMENT MARKINGS, BROKEN YELLOW, PAINT, 4"	2350	LF		
22	PAVEMENT MARKINGS, SOLID WHITE, LANE LINE, PAINT, 4"	35143	LF		
23	PAVEMENT MARKINGS, BROKEN WHITE, LANE LINE, PAINT, 4"	2010	LF		
24	PAVEMENT MARKINGS, YELLOW, THERMOPLASTIC, GORE, 8"	1900	LF		

25	TRANSVERSE MARKINGS, THERMOPLASTIC, SOLID YELLOW, CROSS HATCH, 12"	365	LF		
25	PAVEMENT MESSAGE MARKING, WHITE, PAINT, SHARED LANE (BIKE SHARROWS)	12	EA		
27	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	3116	LF		
28	TEMPORARY PAVEMENT MARKING REMOVABLE, WHITE, SOLID, 4"	3349	LF		
29	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (RIGHT ARROW OR LEFT ARROW)	55	EA		
30	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC (WORD) ONLY	14	EA		
31	MAINTENANCE OF TRAFFIC	1	LS		
32	MOBILIZATION AND DEMOBILIZATION	1	LS		
33	WORK ALLOWANCE	1	LS		

IMPROVEMENT RESOLUTION NO. 0050S

SIDEWALK TRIP HAZARD ELIMINATION - 2015 WORK ORDER NO. 0050S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: SIDEWALK TRIP HAZARD ELIMINATION BY
WAY OF HORIZONTAL SAWING OF SIDEWALK PAVMENT IN LOCATIONS TO BE
DETERMINED.

DISTRICT #1	A- STILLWATER	B- TARTAN'S GLEN
DISTRICT #2	A-PAPERMILL BLUFFS	WOODLANDS OF RIVERSIDE
DISTRICT #3	A-TOWER HEIGHTS	
DISTRICT #4	A- HAVERHILL	B- NORTH SHORES
DISTRICT #5	A- INDIAN VILLAGE (no CFW areas)	
DISTRICT #6	A- TRIER RIDGE	B- BRANNING HILLS

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila
Mike Avila, Member

Kumar Menon
Kumar Menon, Member

ATTEST:

Lyndsey L. Richards
Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: Sidewalk Trip Hazard Elimination-2015

RES. NO.: 0050S
W.O. NO.: 0050S

Bid Estimate: \$75,000.00
estimated e&i:
Total estimate: \$75,000.00

Date: 2/2/2015

ITEM NO.	ITEM	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Sidewalk Trip Hazard Elimination by Horizontal Sawing Note: See Special Provisions for Other Items Included in EA. Price A Maximum of \$12,500 Will Be Spent in Each of the 6 Districts	EA	\$50.00	\$75,000.00

BID

CONTRACTOR:

proj: Sidewalk Trip Hazard Elimination-2015

RES. NO.: 0050S

W.O. NO.: 0050S

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

required completion date: September 30, 2015

Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid

Date:

Contractors Signature

ITEM NO.	ITEM	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Sidewalk Trip Hazard Elimination by Horizontal Sawing Note: See Special Provisions for Other Items Included in EA. Price	EA		

IMPROVEMENT RESOLUTION NO. 0071A

2015 – SURFACE MILLING FOR STREET DEPARTMENT WORK ORDER NO. 0071A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: That it is deemed necessary to improve: Surface milling
of these asphalt streets to accept new asphalt to be placed by the City of Fort Wayne Street
Department.

DISTRICT 2

Crescent Ave- State to Anthony
Vance- Anthony to Beacon

DISTRICT 3

Goshen- 200' W. of Elevation to 200' E. of Elevation

DISTRICT 4

Breckenwood- Knightswood to Kingsway
Mulberry Rd- Willowdale to cul-de-sac
Pacific- Capri to Avalon

DISTRICT 5

Anthony (1400 bk)- Luther to Maumee
Commerce Dr.- Wells St to dead end
Fairfield Ave- Rose to Creighton
Fairfield Ave- Pettit to Belmont
Fairmount Place- Well St to dead end
Freeman- Portage to Jefferson
Freeman- Taylor to Just past curb
La Jolla Ct.- Packard to dead end
Nuttman- Railroad Tracks to Brooklynn
Pearl Street- Fulton to Fairfield
Pontiac St.- Webster to Fairfield
Rudisill Blvd- 200' east to Broadway
Taylor- Freeman to Morris
Wiebke- Warsaw to S. Clinton
Old Mill Rd- Rudisill to 200' short of R.A.B.

DISTRICT 6

Pettit- Calhoun to Lafayette St.

All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

CONTRACTOR:

proj: 2015-Surface Milling for Street Department

RES. NO.: 0071A

W.O. NO.: 0071A

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: July 31, 2015**Bid****Date:****Contractors Signature**

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Surface Milling	96289	SY		
2	Mobilization/ Demobilization	1	LS		
3	Maintenance of Traffic	1	LS		
4		0			
5		0			

ESTIMATE OF QUANTITIES

proj: 2015-Surface Milling for Street Department

RES. NO.: 0071A

W.O. NO.: 0071A

Bid Estimate: \$141,689.26

estimated e&i:

Total estimate: \$141,689.26

Date: 3/27/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Surface Milling	96289	SY	\$1.35	\$129,990.15
2	Mobilization/ Demobilization	1	LS	\$6,500	\$6,499.51
3	Maintenance of Traffic	1	LS	\$5,200	\$5,199.61

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon

Kumar Menon, Member

ATTEST:

Lyndsey L. Richards
Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 12329

**St. Joe Center Road Sidewalk Connection
WORK ORDER NO. 12329**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: The installation of new sidewalk, connecting The new YMCA development with the Kroger Development to the East.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

Kumar Menon, Member

Kumar Menon, Member

ATTEST:

Lyndsey L. Richards
Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: St Joe Center Road Sidewalk Connection

RES. NO.: 12329

W.O. NO.: 12329

TOTAL BID AMT: _____

required completion date: 7/31/2015

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

Bid

Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Common Excavation	67	CY		
2	Removal of Concrete	57	SY		
3	Removal of Curb	20	LF		
4	Concrete Sidewalk (4")	255	SY		
5	Concrete Pavemet for Commercial Drive Approach (8")	20	SY		
6	Concrete Curb Type II-B	20	LF		
7	Concrete Wingwalks & Curbramps	16	SY		
8	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	2	EA		
9	Bed Coarse Material	55	TN		
10	Top Soil	25	TN		
11	Hydroseeding with Polymer for Erosion Control	320	SY		
12	Asphalt / Concrete Pavement Patching	2	TN		
13	Type "A" Construction Signs	3	EA		
14	Mobilization and Demobilization	1	LS		
15	Maintenance of Traffic	1	LS		
16	Work Allowance	1	LS	\$3,000.00	

ESTIMATE OF QUANTITIES

RES. NO.: 12329

W.O. NO.: 12329

proj: St Joe Center Road Sidewalk Connection

Bid Estimate: \$19,896.46

estimated e&i:

Total estimate: \$19,896.46

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Common Excavation	67	CY	\$20.00	\$1,340.00
2	Removal of Concrete	57	SY	\$8.50	\$484.50
3	Removal of Curb	20	LF	\$8.50	\$170.00
4	Concrete Sidewalk (4")	255	SY	\$30.00	\$7,650.00
5	Concrete Pavemet for Commercial Drive Approach (8")	20	SY	\$40.00	\$800.00
6	Concrete Curb Type II-B	20	LF	\$18.50	\$370.00
7	Concrete Wingwalks & Curbramps	16	SY	\$40.00	\$640.00
8	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	2	EA	\$250.00	\$500.00
9	Bed Coarse Material	55	TN	\$17.00	\$935.00
10	Top Soil	25	TN	\$18.00	\$450.00
11	Hydroseeding with Polymer for Erosion Control	320	SY	\$3.30	\$1,056.96
12	Asphalt / Concrete Pavement Patching	2	TN	\$100.00	\$200.00
13	Type "A" Construction Signs	3	EA	\$100.00	\$300.00
14	Mobilization and Demobilization	1	LS	\$1,000.00	\$1,000.00
15	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00
16	Work Allowance	1	LS	\$3,000.00	\$3,000.00

IMPROVEMENT RESOLUTION NO. 12483

**1500 EAST TILLMAN ROAD
WORK ORDER NO. 12483**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: **1500 BLOCK OF TILLMAN ROAD, EASTBOUND LANES ONLY; BY RECONSTRUCTION OF CONCRETE ROADWAY, I.E. CONCRETE PAVEMENT REPLACEMENT, PAVEMENT JOINT REPAIR; WHICH INCLUDES, INTEGRAL CURBS, CASTING ADJUSTMENT TO STORM SEWER STRUCTURE, UNDERDRAINS, TOPSOIL AND HYDRO-SEED RESTORATION.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of April, 2015.

BOARD OF PUBLIC WORKS

Robert Kennedy, Chairman

Mike Avila

Mike Avila, Member

[Signature]

Kumar Menon, Member

ATTEST: Lyndsey L. Richards
Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: 1500 East Tillman Road

RES. NO.: 12483

W.O. NO.: 12483

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.required completion date: June 30, 2015

Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Bid**Date:** April 1, 2015**Contractors Signature**

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Pavement	190	SY		
2	Cement Concrete Pavement, Plain, 9", 9 Bag Mix (High Early)	190	SY		
3	Concrete Curb Type II-A, Includes Deformed, Reinforced Bar	70	LF		
4	Type "O" Compacted Aggregate for Base, No. 53	45	TN		
5	Topsoil	3	TN		
6	Contraction Joint, Type D-1	54	LF		
7	Hydro Seeding WITH Hydrostic or Equivalent Polymer for Erosin Control	35	SY		
8	Backfill Behind Curbs	5	TN		
9	2' x 2' Curb and Gutter Casting, Furnished and Adjusted to Grade	1	EA		
10	Underdrain, 6" Perforated Plastic, Group "K"	70	LF		
11	Sediguard Inlet Protection Device or Approved Equal	1	EA		
12	Standard Barricade, Type III	4	EA		
13	Construction Signs, Type A	4	EA		
14	Maintenance of Traffic	1	LS		
15	Mobilization and Demobilization	1	LS		
16	Work Allowance	1	LS	\$1,000.00	\$1,000.00
17	Flashing Arrow (board) Sign	14	DYS		
18	Line, Paint, Center, Broken, White, 4 in	40	LF		
19	Line, Paint, Yellow, Solid, 4 in	75	LF		

ESTIMATE OF QUANTITIES

proj: 1500 East Tillman Road

RES. NO.: 12483

W.O. NO.: 12483

Bid Estimate: \$24,815.50

estimated e&i:

Total estimate: \$24,815.50

Date: 2/17/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Pavement	190	SY	\$8.25	\$1,567.50
2	Cement Concrete Pavement, Plain, 9", 9 Bag Mix (High Early)	190	SY	\$70.00	\$13,300.00
3	Concrete Curb Type II-A, Includes Deformed, Reinforced Bar	70	LF	\$12.00	\$840.00
4	Type "O" Compacted Aggregate for Base, No. 53	45	TN	\$15.00	\$675.00
5	Topsoil	3	TN	\$20.00	\$60.00
6	Contraction Joint, Type D-1	54	LF	\$13.50	\$729.00
7	Hydro Seeding WITH Hydrostic or Equivalent Polymer for Erosin Control	35	SY	\$2.00	\$70.00
8	Backfill Behind Curbs	5	TN	\$10.00	\$50.00
9	2' x 2' Curb and Gutter Casting, Furnished and Adjusted to Grade	1	EA	\$500.00	\$500.00
10	Underdrain, 6" Perforated Plastic, Group "K"	70	LF	\$9.50	\$665.00
11	Sediguard Inlet Protection Device or Approved Equal	1	EA	\$50.00	\$50.00
12	Standard Barricade, Type III	4	EA	\$125.00	\$500.00
13	Construction Signs, Type A	4	EA	\$85.00	\$340.00
14	Maintenance of Traffic	1	LS	\$1,500.00	\$1,500.00
15	Mobilization and Demobilization	1	LS	\$1,500.00	\$1,500.00
16	Work Allowance	1	LS	\$1,000.00	\$1,000.00
17	Flashing Arrow (board) Sign	14	DYS	\$100.00	\$1,400.00
18	Line, Paint, Center, Broken, White, 4 in	40	LF	\$0.60	\$24.00
19	Line, Paint, Yellow, Solid, 4 in	75	LF	\$0.60	\$45.00

**A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF FORT WAYNE
AND GROWING MINDS, LLC.**

WHEREAS, The City of Fort Wayne, Indiana (the "City") has entered into an Agreement with the United States Department of Housing and Urban Development ("HUD") to provide financial aid to the City through the Community Development Block Grant Program ("Program"), which Program is administered under the Housing and Community Development Act of 1974, as amended ("HCDA"); and

WHEREAS, the City has allocated a portion of its CDBG funds for use in connection with the development, maintenance and operation of the federally funded Winter Street Urban Farm Project ("Urban Farm"); and

WHEREAS, the Urban Farm will be located on certain property in the City of Fort Wayne, as specifically described in Exhibit A, attached hereto and made a part hereof ("the Property"); and

WHEREAS, the City solicited bids and received a responsive and acceptable proposal from Growing Minds, LLC, an Indiana limited liability company ("Growing Minds") for lease of the Property and the development, maintenance and operation of the Urban Farm; and

WHEREAS, the City has elected to engage Growing Minds to develop, maintain and operate the Urban Farm on the Property; and

WHEREAS, in advance of entering into a lease agreement with Growing Minds, for the lease of the Property, City is willing to enter into a certain License Agreement with Growing Minds, in substantially the form attached hereto and made a part hereof as Exhibit B (the "License Agreement") to provide Growing Minds access to the Property for the purpose of constructing and seeding raised planting beds for the Urban Farm; and to transfer to Growing Minds the responsibility for maintaining the Property; and

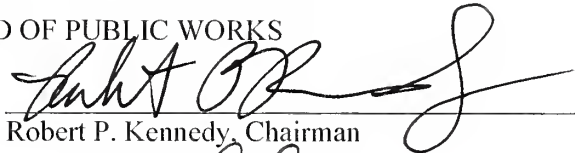
WHEREAS, the City deems it in the best interest of the community to enter into the License Agreement in order to provide Growing Minds with ample opportunity to maintain the Property and to develop the Property for the operation of the Urban Farm;

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana hereby resolves to enter into the License Agreement with Growing Minds for the purposes stated herein and therein.

Approved this 22nd day of April, 2015

BOARD OF PUBLIC WORKS

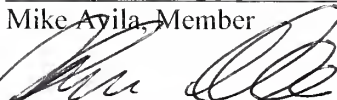
BY:


Robert P. Kennedy, Chairman

BY:


Mike Ayila, Member

BY:


Kumar Menon, Member

ATTEST BY:


Lindsey Richards, Clerk

WHEREAS, the Board of Directors of the State Department of Community Development and Planning, Inc. (the "Company") has determined that it is in the best interests of the Company to enter into a

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company to enter into a

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WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company to enter into a

BY: *[Signature]*

BY: *[Signature]*

BY: *[Signature]*

ATTEST: *[Signature]*

Exhibit A

Urban Farm Property List

2537 Reed Street (Lot 29 & S 10' Lot 30 Winters Add in the City of Fort Wayne, Allen County , IN)

N of 2537 Reed St (N 21' Lot 30 & S 20' Lot 31 Winters Add in the City of Fort Wayne, Allen County , IN)

2525 Reed Street (Lot 32 & N 11' Lot 31 Winters Add in the City of Fort Wayne, Allen County , IN)

2521 Reed Street (S 30' Lot 33 Winters Add in the City of Fort Wayne, Allen County , IN)

2517 Reed Street (Lot 34 & N 1' Lot 33 Winters Add in the City of Fort Wayne, Allen County , IN)

Exhibit B

LICENSE AGREEMENT TO ENTER PROPERTY

THIS LICENSE AGREEMENT ("Agreement") is dated and effective as of April 22, 2015, ("the effective date") by and between THE CITY OF FORT WAYNE ("Licensor") and GROWING MINDS, LLC, an Indiana Limited Liability Company ("Licensee").

WHEREAS, the Licensor owns certain real property located in Fort Wayne, Indiana as depicted on **Exhibit A** attached hereto and by this reference made a part hereof ("Property"); and

WHEREAS, Licensee desires to develop, maintain and operate a self-sustaining urban farm on the Property, pursuant to the terms of a Contractor Agreement and Lease Agreement to be entered into by Licensor and Licensee; and

WHEREAS, in order to allow the Licensee the ability to maintain the Property and to prepare the Property for the operation of the Urban Farm, Licensor is willing to grant Licensee access to the Property for the purposes and subject to the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Grant of License.** Subject to compliance by Licensee with its obligations under this Agreement, the Licensor hereby grants to Licensee a revocable, non-exclusive and non-transferable license ("License") to enter upon the Property during the Term (as hereinafter defined) for the limited and sole purpose of maintaining the Property and constructing and seeding raised planting beds on the Property to be used in the operation of the Urban Farm.

2. **Term.** The License shall commence on the effective date and shall end on the earlier of (a) July 15, 2015 or (b) the commencement Date of the Term of the commercial lease agreement to be executed by Licensor, as Landlord, and Licensee, as Tenant (the "Term"), subject to the right of Licensor to terminate and revoke the License for any reason upon three (3) days written notice to Licensee.

3. **DISTURBANCE.** Licensee shall not in any manner modify, disturb or construct improvements on the Property without prior written approval of Licensor. Upon the

expiration of the License, and in the event the Licensor and Licensee shall not have entered into the commercial lease agreement, Licensee shall, at its sole cost and expense: (a) restore any modifications to the Property if such modifications were not approved hereunder by Licensor: (b) remove all equipment placed on the Property by Licensee: and (c) remove all improvements constructed on the Property by Licensee and all other materials placed on the Property by the Licensee. The foregoing covenants shall survive the expiration or earlier termination of this Agreement.

4. **Liability.** Licensor shall have no liability or responsibility for any property damage, personal injury or death occurring on or about the Property which is in any manner related to or associated with any activity, conduct or presence of Licensee, its agents, employees, invitees, or representatives which occurs on or about the Property in connection with or as a result of the grant of the License or otherwise. Licensee hereby waives and releases Licensor, its officers, employees, representatives, departments and divisions from and against any and all claims, lawsuits, damages, and actions, arising out of the entry upon, occupancy, management, control and/or use of the Property by Licensee, its agents, licensees, invitees or representatives for any reason. Licensor shall not in any event be liable to Licensee hereunder for any indirect, special or consequential damage of any kind or nature.

5. **Assumption of Risk.** Licensee hereby acknowledges and agrees that any entry onto, occupancy, management, control and/or use of the Property by Licensee shall be at its own risk, and Licensee, on behalf of itself, its successors and assigns hereby releases Licensor its officers, employees, agents, representatives, departments and divisions from any and all liability, claims, costs and/or damages in connection with any entry upon, occupancy, management, contract and/or use of the Property by Licensee, its agents, employees, invitees or representatives for any reason or in connection with any activities on the Property by any of the aforescribed parties.

6. **Indemnity.** Licensee shall defend, indemnify and hold harmless the Licensor (including its officers, employees, agents, departments and divisions) from any and all demands, damages, liabilities, costs and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind and nature arising directly or indirectly out of Licensee's entry upon, occupancy, management, control and/or use of the Property including, without limitation, damages to property, personal injury or death arising from or claimed to have arisen from any act or omission to act by Licensee or any of its agents, employees, invitees or representatives while on or about or otherwise in connection with the Property. Licensee shall

expiration of the license and in the event of the termination of the license, the licensee shall be liable for the costs of the license and the costs of the termination of the license. The licensee shall be liable for the costs of the license and the costs of the termination of the license.

Agreement
The licensee shall be liable for the costs of the license and the costs of the termination of the license. The licensee shall be liable for the costs of the license and the costs of the termination of the license.

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without prejudice to the above, the licensee shall be liable for the costs of the license and the costs of the termination of the license. The licensee shall be liable for the costs of the license and the costs of the termination of the license.

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not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the Licensor and without an unconditional release of all liability by each claimant or plaintiff to the Licensor.

7. Insurance. Licensee shall maintain in full force and effect during the term of the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- | | |
|------------------------------------|--|
| (a) Worker's Compensation | per statutory requirements. |
| (b) General Liability | \$1,000,000 minimum per occurrence/
\$1,000,000 aggregate |
| (c) Automobile Liability | \$1,000,000 minimum per occurrence |
| (d) Products Liability | \$1,000,000 minimum per occurrence |
| (e) Completed Operations Liability | \$1,000,000 minimum per occurrence |

The Certificate of Insurance shall show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne

Office of Housing and Neighborhood Services

Attn: CDBG Grants Administrator

200 East Berry Street, Suite 320

Fort Wayne, IN 46802

8. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing, addressed and transmitted as set forth in this Section. Notices shall be deemed to have been given: (a) upon receipt by the recipient if delivered personally to the recipient by the receipted delivery, (b) on the next business day after deposit with a nationally recognized overnight delivery service, if sent to the recipient in such manner (charges prepaid), or (c) on the second business day after deposit in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, if sent to:

not apply or compromise any claim right
that written consent of the licensor
claimant or claimant in the U.S. is

7. Infringement. Infringement of the
following intellectual property rights is hereby
attached hereto in the U.S. and in the
rest of the world, except as otherwise provided
in the following:

- (a) Works of authorship
- (b) Patents
- (c) Trademarks
- (d) Copyrights
- (e) Trade secrets
- (f) Unpatented inventions
- (g) Other intellectual property rights

The licensor hereby warrants that the
above information is true and correct
and that the licensor has the right to
grant the license.

The licensor hereby warrants that the
above information is true and correct
and that the licensor has the right to
grant the license.

The licensor hereby warrants that the
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and that the licensor has the right to
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and that the licensor has the right to
grant the license.

The licensor hereby warrants that the
above information is true and correct
and that the licensor has the right to
grant the license.

If to the Licensors:

CITY OF FORT WAYNE

200 EAST BERRY STREET – SUITE 470

FORT WAYNE, INDIANA 46802

ATTN: DANIEL A. BRENNER, PROPERTY MANAGER

If to Licensee:

GROWING MINDS, LLC

5310 MERCHANDISE DRIVE

FORT WAYNE, IN 46825

ATTN: CARLOS BROOKS

Either party shall have the right to change its respective address for notices by a written notice to that effect.

9. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized representative as of the date above.

CITY OF FORT WAYNE

By: _____

Name: Daniel A. Brenner

Title: Property Manager

(Licensor)

GROWING MINDS, LLC

By: _____

Name: Carlos Brooks

Title: President

(Licensee)

To the Honorable

CITY OF FORT WAYNE

200 EAST BERRY STREET, 4TH FLOOR

FORT WAYNE INDIANA 46802

ATTN: DAVE & DEBBIE

Hi Dave

GROWING

3300 MEAD

FORT WAYNE

ALLIANCE

Entrepreneur

to the

to the

organization

growth

in the

that

CITY

BY

Name

Title

Address

GROWING

BY

Name

Title

(Signature)

IMPROVEMENT RESOLUTION NO.0043A

2015 – RESURFACING PACKAGE NORTHWEST WORK ORDER NO.0043A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve STREET RESURFACING IN COUNCIL DISTRICTS 2 & 3.
BY MILLING AND RESURFACING 1-2.5 INCHES OF PAVEMENT, FURNISH AND ADJUSTING
CASTINGS, AND PAVEMENT MARKINGS.

2ND DISTRICT

Brandywine Drive from Hidden Meadows Place to Dupont Road
Keen Place from Cul-de-sac to Summer Glen Place
Summer Glen Place from Brandywine Drive to Cul-de-sac
Windmill Ridge Run from Hidden Meadows Place to no cross street
Bentley Woods Drive from no cross street to Windmill Ridge Run
Castle Ridge Place from Cul-de-sac to Windmill Ridge Run
Clinton Park Drive from Clinton Street to no cross street
Bellevue Drive from Woodbrook Drive to Riverton Drive
Garden Park Drive from Woodbrook Drive to Riverton Drive
Riverton Drive from Cul-de-sac to dead end (north)
Rothermere Drive from St. Joe Road to no cross street (existing concrete)
Carnovan Drive from Rebecca Street to Cranston Avenue
Marston Drive from Rebecca Street to Cranston Avenue
Ann Hackley Road from Brookward Pass to Sunny Lane
Rebecca Street from St. Joe Road to Sunny Lane
Mirando Drive from Salge Drive to Wrangler Trail
Renfrew Drive from St. Joe Road to 550' (existing concrete)
Sunny Lane from Rothman Road to Rebecca Street
Shoaff Park East Loop from Park Drive to Boat Ramp
Shoaff Park – Conkling Parking Lot
Shoaff Park – River Lodge Parking Lot

3RD DISTRICT

Tyler Avenue from Ida Avenue to State Boulevard
Hensch Street from State Boulevard to Lillian Avenue
Archwood Lane Camden Drive to North Stony Run Lane
Brighton Drive from Archwood Lane to Catalina Avenue
Stuart Avenue from Northcrest Drive to Riviera Drive
North Stony Run Lane from Archwood Lane to Northcrest Drive
Camden Drive from North Stony Run Lane to Archwood Lane
English Lane from Coldwater Road to Camden Drive
Kelly Drive from Spring Street Huffman Street
Geller Street from Spring Street to Huffman Street
Spring Street from Sherman Boulevard to Wells Street
Putnam Street from Wells Street to Cass Street
Franklin Avenue from Huffman Street to Archer Avenue

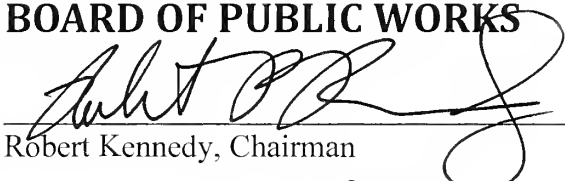
Anderson Avenue from Spy Run Avenue to Griswold Avenue
Prospect Avenue from Spy Run Avenue to Hanna Street

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

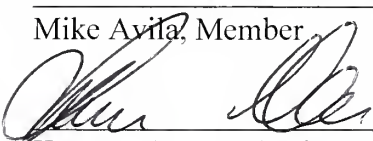
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 22 day of April, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: 2015 - RESURFACING PACKAGE NORTHWEST

RES. NO.: 0043A

W.O. NO.: 0043A

Bid Estimate: \$975,322.50

estimated e&i:

Total estimate: \$975,322.50

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	SURFACE MILLING, BITUMINOUS	143000	SY	\$0.95	\$135,850.00
2	HMA INTERMEDIATE, TYPE B, 12.5 mm	2550	TON	\$52.00	\$132,600.00
3	HMA SURFACE, TYPE A, 9.5 mm	6850	TON	\$54.00	\$369,900.00
4	HMA SURFACE, TYPE B, 9.5 mm	2850	TON	\$54.00	\$153,900.00
5	HMA SURFACE, TYPE B, 9.5 mm FOR APPROACHES	100	TON	\$110.00	\$11,000.00
6	HMA PATCHING, TYPE B, 25 mm (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	200	TON	\$100.00	\$20,000.00
7	BITUMINOUS MATERIAL FOR TACK COAT	85	TON	\$50.00	\$4,250.00
8	WATER VALVE (ADJUST TO GRADE)(UNDISIRBUTED QUANTITY)	25	EA	\$125.00	\$3,125.00
9	WATER VALVE (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA	\$250.00	\$3,750.00
10	24" SOLID SANITARY MANHOLE CASTING FRAME AND LID (E. JORDAN 1022Z1 W/1020AHDGS "SANITARY SEWER" LETTERED OR NEENAH R-	30	EA	\$550.00	\$16,500.00
11	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA	\$500.00	\$7,500.00
12	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	340	LF	\$4.00	\$1,360.00
13	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	340	LF	\$8.00	\$2,720.00
14	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	700	LF	\$8.00	\$5,600.00
15	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	1000	LF	\$0.35	\$350.00
16	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	420	LF	\$1.00	\$420.00
17	LINE, PAINT, SOLID, YELLOW, 4"	1550	LF	\$0.35	\$542.50
18	LINE, PAINT, SOLID, WHITE, 4"	200	LF	\$0.35	\$70.00
19	LINE, PAINT, BROKEN , YELLOW, 4"	2100	LF	\$0.25	\$525.00
20	TRANSVERSE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW	4	EA	\$50.00	\$200.00
21	TRANSVERSE MARKINGS, THERMOPLASTIC, WORD "ONLY"	2	EA	\$100.00	\$200.00
22	PAVEMENT MARKING, PAINT, YELLOW, 4", FOR PARKING STALLS	3450	LF	\$0.60	\$2,070.00
23	PAVEMENT MARKING, PAINT, BLUE, 4", FOR HANDICAP PARKING STALLS	600	LF	\$0.60	\$360.00
24	PAVEMENT MARKING, PAINT, BLUE, HANDICAP LOGO FOR PARKING STALLS	7	LF	\$100.00	\$700.00
25	PAVEMENT MARKING, PAINT, BLUE, 4",CROSS HATCH	550	LF	\$0.60	\$330.00
26	PARKING STOPS, REMOVE AND RESET	250	EA	\$60.00	\$15,000.00
27	PARKING STOPS, FURNISH AND SET (UNDISTRIBUTED QUANTITY)	6	EA	\$250.00	\$1,500.00
28	MAINTENANCE OF TRAFFIC	1	LS	\$30,000.00	\$30,000.00
29	MOBILIZATION/ DEMOBILIZATION	1	LS	\$50,000.00	\$50,000.00
30	WORK ALLOWANCE	1	LS	\$5,000.00	\$5,000.00

BID**CONTRACTOR:**

proj: 2015 - RESURFACING PACKAGE NORTHWEST

RES. NO.:

0043A

W.O. NO.:

0043A

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: 9/30/2015

Bid
Date:

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	SURFACE MILLING, BITUMINOUS	143000	SY		
2	HMA INTERMEDIATE, TYPE B, 12.5 mm	2550	TON		
3	HMA SURFACE, TYPE A, 9.5 mm	6850	TON		
4	HMA SURFACE, TYPE B, 9.5 mm	2850	TON		
5	HMA SURFACE, TYPE B, 9.5 mm FOR APPROACHES	100	TON		
6	HMA PATCHING, TYPE B, 25 mm (UNDISTRIBUTED QUANTITY) (EXCAVATION OF MATERIAL INCLUDED IN COST OF ITEM)	200	TON		
7	BITUMINOUS MATERIAL FOR TACK COAT	85	TON		
8	WATER VALVE (ADJUST TO GRADE)(UNDISBUTED QUANTITY)	25	EA		
9	WATER VALVE (FURNISH AND ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA		
10	(E.JORDAN 1022Z1 W/1020AHDGS "SANITARY SEWER" LETTERED OR NEENAH R-1772 W/"SANITARY" LETTERED)(UNDISTRIBUTED	30	EA		
11	CASTINGS (ADJUST TO GRADE) (UNDISTRIBUTED QUANTITY)	15	EA		
12	TEMPORARY PAVEMENT MARKING REMOVABLE, 24" STOP BAR	340	LF		
13	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" STOP BAR	340	LF		
14	PAVEMENT MARKINGS, WHITE, THERMOPLASTIC, 24" CROSSWALK (PIANO KEYS)	700	LF		
15	TRANSVERSE MARKINGS, PAINT, WHITE CROSS WALK LINE, 6"	1000	LF		
16	TEMPORARY PAVEMENT MARKING REMOVABLE, YELLOW, SOLID, 4"	420	LF		
17	LINE, PAINT, SOLID, YELLOW, 4"	1550	LF		
18	LINE, PAINT, SOLID, WHITE, 4"	200	LF		
19	LINE, PAINT, BROKEN, YELLOW, 4"	2100	LF		
20	TRANSVERSE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW	4	EA		
21	TRANSVERSE MARKINGS, THERMOPLASTIC, WORD "ONLY"	2	EA		
22	PAVEMENT MARKING, PAINT, YELLOW, 4", FOR PARKING STALLS	3450	LF		
23	PAVEMENT MARKING, PAINT, BLUE, 4", FOR HANDICAP PARKING STALLS	600	LF		
24	PAVEMENT MARKING, PAINT, BLUE, HANDICAP LOGO FOR PARKING STALLS	7	LF		
25	PAVEMENT MARKING, PAINT, BLUE, 4",CROSS HATCH	550	LF		
26	PARKING STOPS, REMOVE AND RESET	250	EA		
27	PARKING STOPS, FURNISH AND SET (UNDISTRIBUTED QUANTITY)	6	EA		
28	MAINTENANCE OF TRAFFIC	1	LS		
29	MOBILIZATION/ DEMOBILIZATION	1	LS		
30	WORK ALLOWANCE	1	LS	\$5,000.00	\$5,000.00

IMPROVEMENT RESOLUTION NO. 12458

**SOUTH ANTHONY BOULEVARD SIDEWALKS
WORK ORDER NO. 12458**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

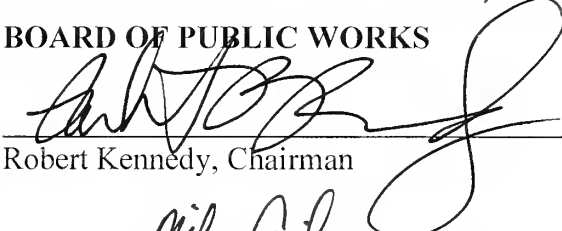
That it is deemed necessary to improve: SOUTH ANTHONY BLVD, FROM CREIGHTON AVE. TO R/R VIADUCT; BY RECONSTRUCTION OF EXISTING CONCRETE WALK, UP-GRADED ADA RAMPS, DRIVE APPROACHES, UPGRADES TO STORM WATER AND SEWER STRUCTURES, TOPSOIL AND HYDRO-SEED RESTORATION.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

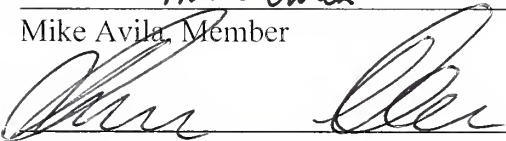
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 22 day of April, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsay L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: S. Anthony Blvd. Sidewalks

RES. NO.: 12458

W.O. NO.: 12458

Bid Estimate: \$75,355.00

estimated e&i:

Total estimate: \$75,355.00

Date: 4/15/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	375	SY	\$7.00	\$2,625.00
2	Concrete Wingwalks and Ramps	54	SY	\$40.00	\$2,160.00
3	Concrete Pavement for Residential Drive Approach (6")	18	SY	\$32.00	\$576.00
4	Concrete Pavemet for Commercial Drive Approach (8")	50	SY	\$40.00	\$2,000.00
5	Removal of Curb	287	LF	\$7.00	\$2,009.00
6	Concrete Curbface Sidewalk (6")	420	SY	\$35.00	\$14,700.00
7	Bedcourse Material	65	TN	\$15.00	\$975.00
8	Concrete Walk, 4"	10	SY	\$30.00	\$300.00
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	4	EA	\$200.00	\$800.00
10	Adjust Casting to Grade	2	EA	\$100.00	\$200.00
11	Top Soil	7	TN	\$25.00	\$175.00
12	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	90	SY	\$2.00	\$180.00
13	Concrete Curb, Type III (Behind walk)	89	LF	\$25.00	\$2,225.00
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	4	EA	\$50.00	\$200.00
15	Common Excavation	40	CY	\$25.00	\$1,000.00
16	Work Allowance	1	LS	\$5,000.00	\$5,000.00
17	Construction Sign, Type-A	8	EA	\$50.00	\$400.00
18	Mobilization/Demobilization	1	LS	\$1,750.00	\$1,750.00
19	Maintenance of Traffic	1	LS	\$1,400.00	\$1,400.00
20	Type "O" Compacted Aggregate for Drives, No. 53	6	TN	\$20.00	\$120.00
21	Neenah Trench Drain, R-4995-B2, 8' Length	1	EA	\$2,000.00	\$2,000.00
22	Backfill Behind Curbface Walk	18	TN	\$5.00	\$90.00
23	Asphalt / Concrete Pavement Patching (If Ordered)	9	TN	\$50.00	\$450.00
24	Clearing and Grubbing	2	STA	\$250.00	\$500.00
25	2' x 2' Inlet with 2' x 2' Alley Casting	1	EA	\$1,500.00	\$1,500.00
26	12" Pipe Plug	1	EA	\$500.00	\$500.00
27	16" PVC Water Main- DR18, Open Cut, Water Main Raising	1	LS	\$11,000.00	\$11,000.00
28	18" PVC (SDR 35) Non-Presssure Utility Piping	21	LF	\$120.00	\$2,520.00
29	12" RCP Non-Pressure Utility Piping	60	LF	\$60.00	\$3,600.00
30	33" Catch Basin with 2' x 2' Alley Casting	2	EA	\$1,800.00	\$3,600.00
31	48" Sanitary Manhole with 24" Solid Sanitary Casting	1	EA	\$3,600.00	\$3,600.00
32	Remove Exisiting Structure	4	EA	\$800.00	\$3,200.00
33	Special Backfill, No. 53/73	120	TN	\$25.00	\$3,000.00
34	Asphalt Patch (4" HMA Intermediate, Type B, 19 mm)	25	TN	\$40.00	\$1,000.00

BID
CONTRACTOR:

proj: S. Anthony Blvd. Sidewalks

RES. NO.: 12458
W.O. NO.: 12458

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: July 3, 2015

Bid
Date: _____ Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	375	SY		
2	Concrete Wingwalks and Ramps	54	SY		
3	Concrete Pavement for Residential Drive Approach (6")	18	SY		
4	Concrete Pavemet for Commercial Drive Approach (8")	50	SY		
5	Removal of Curb	287	LF		
6	Concrete Curbface Sidewalk (6")	420	SY		
7	Bedcourse Material	65	TN		
8	Concrete Walk, 4"	10	SY		
9	ADA Solutions, Armor-Tile, or Approved Equal "Replaceable" 2' X 5' Composite, Wetset, Tactile Warning Surface Unit	4	EA		
10	Adjust Casting to Grade	2	EA		
11	Top Soil	7	TN		
12	Hydroseeding with Hydrostick or Approved Equivalent Polymer for Erosion and Sediment Control	90	SY		
13	Concrete Curb, Type III (Behind walk)	89	LF		
14	Sediguard Inlet Protection Device of Approved Equivalent for Sediment Control	4	EA		
15	Common Excavation	40	CY		
16	Work Allowance	1	LS	\$5,000.00	
17	Construction Sign, Type-A	8	EA		
18	Mobilization/Demobilization	1	LS		
19	Maintenance of Traffic	1	LS		
20	Type "O" Compacted Aggregate for Drives, No. 53	6	TN		
21	Neenah Trench Drain, R-4995-B2, 8' Length	1	EA		
22	Backfill Behind Curbface Walk	18	TN		
23	Asphalt / Concrete Pavement Patching (If Ordered)	9	TN		
24	Clearing and Grubbing	2	STA		
25	2' x 2' Inlet with 2' x 2' Alley Casting	1	EA		
26	12" Pipe Plug	1	EA		
27	16" PVC Water Main- DR18, Open Cut, Water Main Raising	1	LS		
28	18" PVC (SDR 35) Non-Presssure Utility Piping	21	LF		
29	12" RCP Non-Pressure Utility Piping	60	LF		
30	33" Catch Basin with 2' x 2' Alley Casting	2	EA		
31	48" Sanitary Manhole with 24" Solid Sanitary Casting	1	EA		
32	Remove Existing Structure	4	EA		
33	Special Backfill, No. 53/73	120	TN		
34	Asphalt Patch (4" HMA Intermediate, Type B, 19 mm)	25	TN		

IMPROVEMENT RESOLUTION NO. 0056C

**WINTERSET ADDITION CONCRETE STREET REPAIRS
WORK ORDER NO. 0056C**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

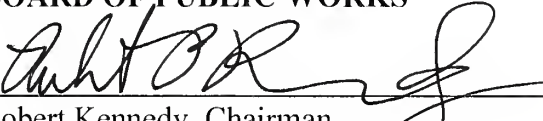
That it is deemed necessary to improve: Winterset Addition by spot removal and replacement of concrete pavement for streets, including aggregate base with perforated underdrains, curb and gutter. Work will also include sidewalks, wingwalks and ramps, top soil and hydroseed restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 29 day of April, 2015.

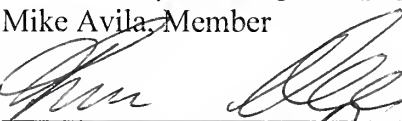
BOARD OF PUBLIC WORKS



Robert Kennedy, Chairman



Mike Avila, Member



Kumar Menon, Member

ATTEST: 

Lyndsey Richards, Clerk

BID**CONTRACTOR:**

proj: Winterset Addition Concrete Street Repairs

RES. NO.:

0056C

W.O. NO.:

0056C

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initiated by
the bidder and will be noted at the time of opening.

required completion date: October 1, 2015**Bid****Date:**

20-May-15

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete Pavement	9000	SY		
2	Removal of Concrete	756	SY		
3	Cement Concrete Pavement, Plain 7" Class A (incl. Type I-A Curb)	9000	SY		
4	Concrete Pavement for Residential Drives (6")	93	SY		
5	Concrete Wingwalk and Ramps (6")	80	SY		
6	Concrete Sidewalk (4")	583	SY		
7	Type "O" compacted Aggregate for Base No. 53	1940	TN		
8	Bedcourse	125	TN		
9	Backfill Behind Curb	300	TN		
10	1" Expansion Joint	243	LF		
11	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	8	EA		
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Surface Mount, Tactile Warning Surface Unit - Brick Red	10	EA		
13	Castings Adjusted to Grade	7	EA		
14	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	6	EA		
15	2' x 2' Alley Casting, Furnish & Adjust to Grade	1	EA		
16	2' x 2' Inlet, with 2' x 2' Curb & Gutter Casting (Installed, Complete-in-place)	1	EA		
17	Pipe 12" RCP (Installed, Complete-in-place)	14	LF		
18	Underdrain, 6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	4460	LF		
19	Water Valve-Box, Adjusted to Grade (Undistributed)	1	EA		
20	Water Service Valve (Curb StopBox), Adjusted to Grade (Undistributed)	1	EA		
21	Top Soil	200	TN		
22	Hydroseeding with Hydrositik or Equivalent Polymer for Erosion and Sediment Control	2650	SY		
23	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	15	EA		
24	Construction Signs, Type A	8	EA		
25	Standard Barricade, Type III-B	14	EA		
26	Standard Barricade, Type III-B With Signs, Type B Construction	7	EA		
27	Maintenance of Traffic	1	LS		
28	Mobilization / Demobilization	1	LS		
29	Work Allowance	1	LS	\$5,000.00	\$5,000.00

ESTIMATE OF QUANTITIES

proj: Winterset Addition Concrete Street Repairs

RES. NO.: 0056C

W.O. NO.: 0056C

Bid Estimate: \$488,531.00

estimated e&i:

Total estimate: \$488,531.00

Date: 4/28/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete Pavement	9000	SY	\$6.50	\$58,500.00
2	Removal of Concrete	756	SY	\$6.00	\$4,536.00
3	Cement Concrete Pavement, Plain 7" Class A (incl. Type I-A Curb)	9000	SY	\$30.00	\$270,000.00
4	Concrete Pavement for Residential Drives (6")	93	SY	\$30.00	\$2,790.00
5	Concrete Wingwalk and Ramps (6")	80	SY	\$55.00	\$4,400.00
6	Concrete Sidewalk (4")	583	SY	\$26.00	\$15,158.00
7	Type "O" compacted Aggregate for Base No. 53	1940	TN	\$15.00	\$29,100.00
8	Bedcourse	125	TN	\$14.00	\$1,750.00
9	Backfill Behind Curb	300	TN	\$3.00	\$900.00
10	1" Expansion Joint	243	LF	\$9.00	\$2,187.00
11	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Wetset, Tactile Warning Surface Unit - Brick Red	8	EA	\$225.00	\$1,800.00
12	ADA Solutions, Armor-Tile, or Armorcast Products "Replaceable" 2' x 5' Composite, Surface Mount, Tactile Warning Surface Unit - Brick Red	10	EA	\$225.00	\$2,250.00
13	Castings Adjusted to Grade	7	EA	\$150.00	\$1,050.00
14	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	6	EA	\$450.00	\$2,700.00
15	2' x 2' Alley Casting, Furnish & Adjust to Grade	1	EA	\$600.00	\$600.00
16	2' x 2' Inlet, with 2' x 2' Curb & Gutter Casting (Installed, Complete-in-place)	1	EA	\$1,600.00	\$1,600.00
17	Pipe 12" RCP (Installed, Complete-in-place)	14	LF	\$60.00	\$840.00
18	Underdrain, 6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	4460	LF	\$7.00	\$31,220.00
19	Water Valve-Box, Adjusted to Grade (Undistributed)	1	EA	\$150.00	\$150.00
20	Water Service Valve (Curb StopBox), Adjusted to Grade (Undistributed)	1	EA	\$75.00	\$75.00
21	Top Soil	200	TN	\$15.00	\$3,000.00
22	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion and Sediment Control	2650	SY	\$2.00	\$5,300.00
23	Sediguard Inlet Protection Device or Approved Equivalent for Sediment Control	15	EA	\$50.00	\$750.00
24	Construction Signs, Type A	8	EA	\$75.00	\$600.00
25	Standard Barricade, Type III-B	14	EA	\$100.00	\$1,400.00
26	Standard Barricade, Type III-B With Signs, Type B Construction	7	EA	\$125.00	\$875.00
27	Maintenance of Traffic	1	LS	\$17,500.00	\$17,500.00
28	Mobilization / Demobilization	1	LS	\$22,500.00	\$22,500.00
29	Work Allowance	1	LS	\$5,000.00	\$5,000.00

ESTIMATE OF QUANTITIES

proj: W/interseT Addition Concrete Street Repairs

RES. NO.: 0056C
W.O. NO.: 0056C

Bid Estimate: \$488,531.00
estimated e&i:
Total estimate: \$488,531.00

Date: 4/23/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete Pavement	9000	SY	\$6.50	\$58,500.00
2	Removal of Concrete	756	SY	\$6.00	\$4,536.00
3	Cement Concrete Pavement, Plain 7" Class A (incl. Type I-A Curb)	9000	SY	\$30.00	\$270,000.00
4	Concrete Pavement for Residential Drives (6")	93	SY	\$30.00	\$2,790.00
5	Concrete Wingwalk and Ramps (6")	80	SY	\$55.00	\$4,400.00
6	Concrete Sidewalk (4")	583	SY	\$26.00	\$15,158.00
7	Type "O" compacted Aggregate for Base No. 53	1940	TN	\$15.00	\$29,100.00
8	Bedcourse	125	TN	\$14.00	\$1,750.00
9	Backfill Behind Curb	300	TN	\$3.00	\$900.00
10	1" Expansion Joint	243	LF	\$9.00	\$2,187.00
11	ADA Solutions, Armor-Tile, or Armorcass Products "Replaceable" 2' x 5' Composite, Weiset, Tacile Warning Surface Unit - Brick Red	8	EA	\$225.00	\$1,800.00
12	ADA Solutions, Armor-Tile, or Armorcass Products "Replaceable" 2' x 5' Composite, Surface Mount, Tacile Warning Surface Unit - Brick Red	10	EA	\$225.00	\$2,250.00
13	Castings Adjusted to Grade	7	EA	\$150.00	\$1,050.00
14	2' x 2' Curb & Gutter Casting, Furnish & Adjust To Grade	6	EA	\$450.00	\$2,700.00
15	2' x 2' Alley Casting, Furnish & Adjust to Grade	1	EA	\$600.00	\$600.00
16	24" Inlet, with 2' x 2' Curb & Gutter Casting (Installed, Complete-in-place)	1	EA	\$1,600.00	\$1,600.00
17	Pipe 12" RCP (Installed, Complete-in-place)	14	LF	\$60.00	\$840.00

18	Underdrain, 6" Perforated Plastic, Group K Pipe (inc. #8 Aggregate Backfill)	4460	LF	\$7.00	\$31,220.00
19	Water Valve-Box, Adjusted to Grade (Undistributed)	1	EA	\$150.00	\$150.00
20	Water Service Valve (Curb StopBox), Adjusted to Grade (Undistributed)	1	EA	\$75.00	\$75.00
21	Top Soil	200	TN	\$15.00	\$3,000.00
22	Hydroseeding with Hydrosilk or Equivalent Polymer for Erosion and Sediment Control	2650	SY	\$2.00	\$5,300.00
23	Sediment Inlet Protection Device or Approved Equivalent for Sediment Control	15	EA	\$50.00	\$750.00
24	Construction Signs, Type A	8	EA	\$75.00	\$600.00
25	Standard Barricade, Type III-B	14	EA	\$100.00	\$1,400.00
26	Standard Barricade, Type III-B With Signs, Type B Construction	7	EA	\$125.00	\$875.00
27	Maintenance of Traffic	1	LS	\$17,500.00	\$17,500.00
28	Mobilization / Demobilization	1	LS	\$22,500.00	\$22,500.00
29	Work Allowance	1	LS	\$5,000.00	\$5,000.00

**Lower Huntington Storm Sewer Repair
RESOLUTION NO. 83463**

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

Repair of approximately 20 feet of 24" storm sewer on Lower Huntington Road, just west of Airport Expressway.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Lower Huntington Storm Sewer Repair**.

Declares the cost of the said improvements shall be paid by Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

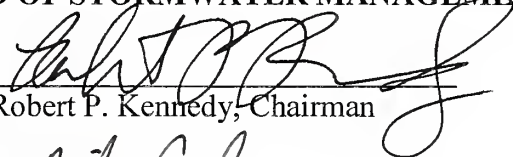
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

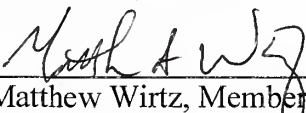
Declares the engineer's estimate of the project's total cost is \$63,000.

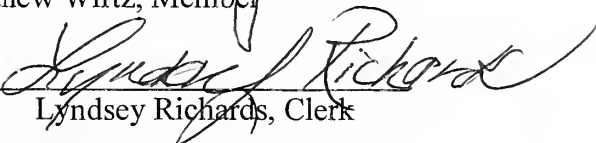
APPROVED THIS 29 DAY OF April, 2015.

BOARD OF STORMWATER MANAGEMENT

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Matthew Wirtz, Member

ATTEST: 
Lindsey Richards, Clerk

RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 102-5-6-15-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in the 300 Block of East Superior Street, in Fort Wayne, Indiana and more particularly described as:

Lots 1 & 2 Ben Barvas 1st Add, and

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

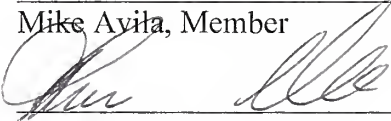
NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 16 day of May, 2015.

**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**


Robert P. Kennedy, Chair


Mike Ayila, Member


Kumar Menon, Member

IMPROVEMENT RESOLUTION NO. 0046A

2015 – RESURFACING PACKAGE SOUTHEAST WORK ORDER NO. 0046A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: STREET RESURFACING IN COUNCIL DISTRICTS 5 & 6
BY MILLING AND RESURFACING 1-1/4" – 2" OF PAVEMENT, FURNISH AND ADJUSTING
CASTINGS, AND PAVEMENT MARKINGS.

DISTRICT: 5

MAUMEE AVE. FROM S. ANTHONY BLVD. TO WABASH AVE.
MAUMEE AVE WABASH AVE. TO SIDNEY ST.
PONTIAC ST. FROM HANNA ST. TO S. ANTHONY BLVD.
S. CALHOUN ST. FROM TILLMAN RD TO A POINT 475' NORTH
TILLMAN RD. FROM 30' WEST AT S. CALHOUN ST. TO A POINT 150' WEST
WARSAW ST. FROM HAMILTON AVE. TO OXFORD ST.
E. WASHINGTON BLVD. FROM S. ANTHONY BLVD. TO GLASGOW AVE.
E. WASHINGTON BLVD. FROM FAIRVIEW AVE. TO MAUMEE AVE.
E.WASHINGTON BLVD. FROM WHITE AVE. TO MAUMEE AVE.

DISTRICT: 6

S. ANTHONY BLVD. FROM PAULDING RD. TO ADDRESS 5309
S. ANTHONY BLVD. FROM PETTIT AVE. TO CAPITOL AVE.
S. ANTHONY BLVD. FROM ADDRESS 4204 TO THE R/R VIADUCT NORTH AT CREIGHTON AVE.
ALEXANDER ST. FROM MCKEE ST. TO PONTIAC ST.
ATWOOD DR. FROM CAPITOL AVE. TO COLONIAL AVE.
BOWSER AVE. FROM COLERICK ST. TO PONTIAC ST.
CENTRAL DR. FROM MCKINNIE AVE. TO RUDISILL BLVD.
COLONIAL AVE. FROM CAPITOL AVE. TO A POINT 900' NORTH
DOAN DR. FROM S. CALHOUN ST. TO NOLL DR.
DREXEL AVE. FROM S. ANTHONY BLVD. TO EUCLID AVE.
DREXEL AVE. FROM QUEEN ST. TO FRUEHAUF DR.
DREXEL AVE. AT WEISSER PARK ENTRANCE
HANNA ST. FROM MCKINNIE AVE. TO RUDISILL BLVD.
MCKEE ST. FROM PLAZA AVE. TO ALEXANDER ST.
MEYER RD. FROM MOELLER RD. TO NEW HAVEN AVE.
ORMSBY ST. FROM QUEEN ST. TO FRUEHAUF DR.
OXFORD ST. FROM LILLIE ST. TO S. ANTHONY BLVD.
PLAZA ST. FROM MCKINNIE AVE. TO DREXEL AVE.
SPATZ AVE. FROM PETTIT AVE. TO MAPLE GROVE AVE.
STANDISH DR. FROM CAPITOL AVE. TO PLAZA DR.
WERLING DR. FROM HOEVELWOOD DR. TO E. FAIRFAX AVE.
WOODBINE PLACE FROM BOWSER AVE. TO HOLTON AVE.
WEISSER PARK FROM DREXEL AVE NORTH INTO PARK

INDEPENDENT JUDICIAL

1912-1913

WISCONSIN

REPORT BY THE

INDIANA

THE JUDICIAL

BY THE

CASINO

DISTRICT

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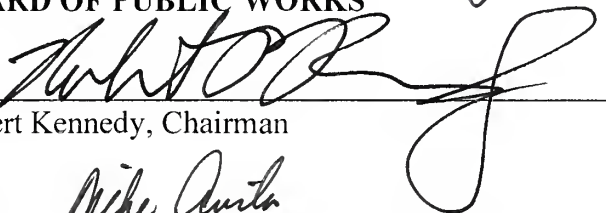
THE JUDICIAL

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

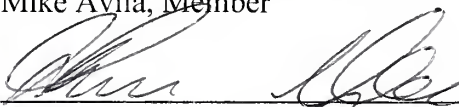
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

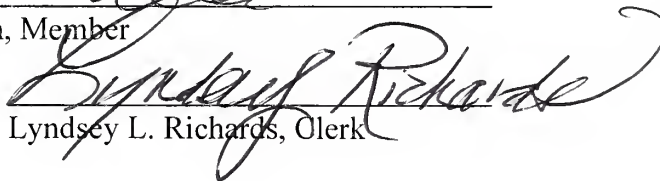
Adopted this 10 day of May, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0055S

**RUNNION AVENUE SIDEWALK IMPROVEMENTS
WORK ORDER NO. 0055S**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

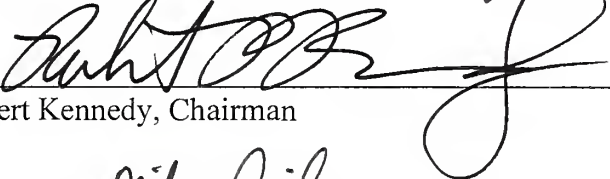
That it is deemed necessary to improve: **The sidewalks and curb on Runnion Avenue between Sinclair Street and Third Street. Included in this project will be sidewalk, Type "I-B" curb, walk through residential drives, and alleys, and one (1) alley approach. New ADA ramps will also be constructed @ both the Sinclair and Third Street intersections.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

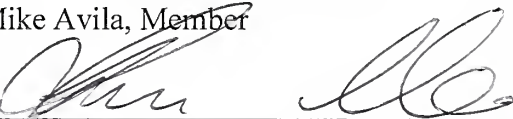
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

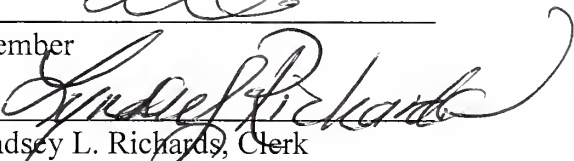
Adopted this 16 day of May, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

Proj: Runnion Avenue Sidewalk Improvements - Sinclair Street to Third Street

RES. NO.:

0055S

W.O. NO.:

0055S

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid. Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

required completion date: July 17, 2015**Bid**

Date: May 27, 2015

Contractor's Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	376	SY		
2	Removal of Curb	550	LF		
3	Removal of Pavement (Asphalt)	125	SY		
4	Concrete Sidewalk (4")	225	SY		
5	Concrete for Wingwalk & Ramps (6")	132	SY		
6	Concrete for Residential Drives (6")	23	SY		
7	Concrete for Alley Drives (8")	22	SY		
8	Concrete Curb, Type "Ili"	35	LF		
9	Concrete Curb, Type "I-B"	580	LF		
10	ADA Solutions, Armor Tile, or Armor Cast "Wet Set" 2' x 5' Composite Tactile Warning Surface Unit	12	EA		
11	ADA Solutions, Armor Tile, or Armor Cast "Surface Mount" 2' x 5' Composite Tactile Warning Surface Unit	2	EA		
12	Bed Course Material	48	TON		
13	Topsoil	50	TON		
14	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	380	SY		
15	Tree Removal (24" to 36") (Undistributed Quantity)	1	EA		
16	Adjust Casting to Grade	3	EA		
17	Sediguard Inlet Protection Device or Approved Equal	4	EA		
18	Construction Sign, Type "A"	4	EA		
19	Maintenance of Traffic	1	LS		
20	Mobilization / Demobilization	1	LS		
21	Work Allowance	1	LS	\$4,000.00	\$4,000.00

ESTIMATE OF QUANTITIES

RES. NO.: 0055S

W.O. NO.: 0055S

Proj: Runnion Avenue Sidewalk Improvements - Sinclair Street to Third Street

Bid Estimate: \$54,748.00

Estimated E&I:

Total Estimate: \$54,748.00

Date: April 17, 2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	376	SY	\$9.00	\$3,384.00
2	Removal of Curb	550	LF	\$10.00	\$5,500.00
3	Removal of Pavement (Asphalt)	125	SY	\$9.00	\$1,125.00
4	Concrete Sidewalk (4")	225	SY	\$35.00	\$7,875.00
5	Concrete for Wingwalk & Ramps (6")	132	SY	\$40.00	\$5,280.00
6	Concrete for Residential Drives (6")	23	SY	\$40.00	\$920.00
7	Concrete for Alley Drives (8")	22	SY	\$45.00	\$990.00
8	Concrete Curb, Type "III"	35	LF	\$20.00	\$700.00
9	Concrete Curb, Type "I-B"	580	LF	\$20.00	\$11,600.00
10	ADA Solutions, Armor Tile, or Armor Cast "Wet Set" 2' x 5' Composite Tactile Warning Surface Unit	12	EA	\$250.00	\$3,000.00
11	ADA Solutions, Armor Tile, or Armor Cast "Surface Mount" 2' x 5' Composite Tactile Warning Surface Unit	2	EA	\$250.00	\$500.00
12	Bed Course Material	48	TON	\$18.00	\$864.00
13	Topsoil	50	TON	\$18.00	\$900.00
14	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	380	SY	\$3.00	\$1,140.00
15	Tree Removal (24" to 36") (Undistributed Quantity)	1	EA	\$1,000.00	\$1,000.00
16	Adjust Casting to Grade	3	EA	\$250.00	\$750.00
17	Sediguard Inlet Protection Device or Approved Equal	4	EA	\$100.00	\$400.00
18	Construction Sign, Type "A"	4	EA	\$80.00	\$320.00
19	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00
20	Mobilization / Demobilization	1	LS	\$2,500.00	\$2,500.00
21	Work Allowance	1	LS	\$4,000.00	\$4,000.00

STANDARD NO. 5710-10

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IMPROVEMENT RESOLUTION NO. 0081N-001

**SUPERIOR CIRCLE SCULPTURE
WORK ORDER NO. 0081N**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

That it is deemed necessary to improve: The center of the Superior Street Roundabout by rough grading the existing soil and installing poles and pole foundation for the Superior Circle Sculpture.

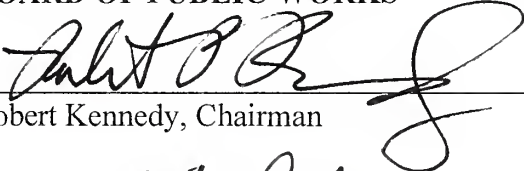
Completion date: 7/31/2015

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

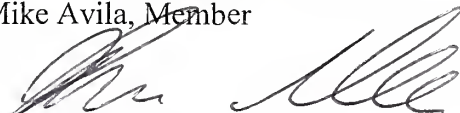
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13 day of May, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

BID

CONTRACTOR:

proj: Superior Circle Sculpture - Bid Packet #1 - Rough
Grading/Foundation/Poles

RES. NO.: 0081N-001
W.O. NO.: 0081N

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.
Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: 7/31/2015

Bid

Date: _____

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Bid Packet #1 - Rough Grading/Foundation/Poles	1	LS		

ESTIMATE OF QUANTITIES

proj: Superior Circle Sculpture-Electrical/Lighting-Bid Packet #2

RES. NO.: 0081N-002
W.O. NO.: 0081N

Bid Estimate: \$26,000.00
estimated e&i:
Total estimate: \$26,000.00

Date: 5/6/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Bid Packet #2 - Electrical/Lighting	1	LS	\$26,000.00	\$26,000.00

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,
APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY
FOR ROAD RIGHT-OF-WAY PURPOSES
TO THE
INDIANA DEPARTMENT OF TRANSPORTATION**

RESOLUTION NUMBER 102-5-20-15-1

WHEREAS, the Indiana Department of Transportation ("INDOT") has undertaken a highway improvement project known as Project 1006129 ("Project") located along State Road 1 in Leo-Cedarville, Indiana; which is needed to replace a damaged box culvert structure at the crossing of the Nettlehorst Ditch for safety and traffic purposes; and

WHEREAS, the aforesaid Project includes the acquisition of additional right-of-way from real property owned by the City of Fort Wayne ("City") and under the control of the Board of Public Works ("Board") as described and depicted in Exhibit "A" (Parcels 3, 3A and 3B, respectively) attached hereto; and

1 D.J.

WHEREAS, Indiana Code 36-1-11-8 provides for the transfer of property to another governmental entity; and

WHEREAS, INDOT has agreed to compensate the City in the amount of Nine Thousand Three Hundred Dollars and Zero Cents (\$9,300.00) for the 0.792 acre of fee simple right-of-way (inclusive of 0.260 acre of presently existing right-of-way), said amount being determined from the appraisals obtained by independent appraisers contracted by INDOT.

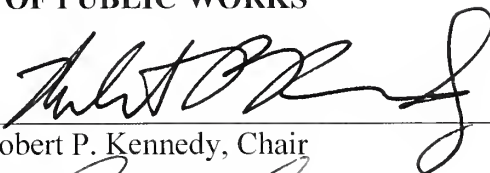
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

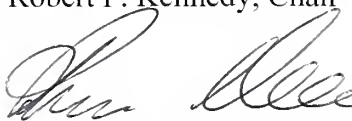
1. That the Board hereby declares the conveyance of the additional road right-of-way shall not adversely affect the backwater area located above the Cedarville Dam owned and maintained by Fort Wayne City Utilities; and
2. That the Board hereby accepts the compensation of Nine Thousand Three Hundred Dollars and Zero Cents (\$9,300.00) in exchange for the fee simple right-of-way; and
3. That the Board hereby authorizes DeWayne J. Nodine, Program Manager, Capital Project Services, Fort Wayne City Utilities Engineering to sign, in the name of and on behalf of the Board, any documents associated with the conveyance of the parcels to INDOT for the Project.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

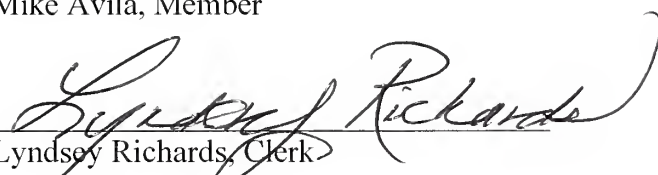
APPROVED this 20th day of May, 2015.

BOARD OF PUBLIC WORKS

By: 
Robert P. Kennedy, Chair

By: 
Kumar Menon, Member

By: 
Mike Avila, Member

Attest: 
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

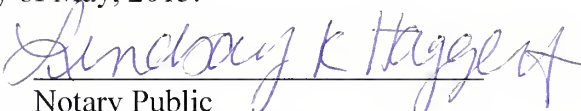
STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of May, 2015.

My Commission Expires:

12/02/2020


Notary Public

Resident of Allen County

Lindsay K Haggerty
Printed Name of Notary Public

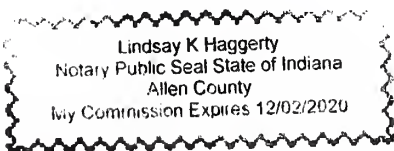


EXHIBIT "A"

Project: 1006129

Sheet 1 of 2

Code: 5852

Parcel 3: Fee

Tax ID: 02-03-22-326-001.000-082

A part of the Northwest Quarter of Section 22, Township 32 North, Range 13 East in Allen County, Indiana described as follows, to-wit: Commencing at a point on the west line of the northwest quarter of Section 22, Township 32 North, Range 13 East in Allen County, Indiana, 866.0 feet north of the southwest corner of the northwest quarter of said Section 22, Township and Range aforesaid, which point is 30.4 feet north of the center of the concrete bridge; thence east a distance of 100.0 feet; thence South 10 degrees east a distance of 401.8 feet; thence south 31 degrees 02 minutes east a distance of 194.03 feet; thence South 86 degrees 30 minutes east a distance of 330.5 feet to the southwest corner of Lot No. 1 of Kryder's Addition to the Town of Leo; thence South 78 degrees east along the south line of said Lot No. 1, a distance of 276.4 feet, to the centerline of the Fort-Wayne Leo Road (the foregoing portion of this description beginning with the words "A part of" is quoted from Deed Book 472, Pages 72-73) and the point of beginning of this description; thence South 26 degrees 18 minutes 24 seconds West 199.45 feet to the point designated "201" on said Parcel Plat; thence South 26 degrees 42 minutes 21 seconds West 71.64 feet to the south line said Northwest Quarter; thence South 88 degrees 08 minutes 14 seconds West 51.24 feet along said south line; thence North 26 degrees 42 minutes 13 seconds East 96.90 feet to the point designated "344" on said plat; thence North 26 degrees 18 minutes 24 seconds East 185.82 feet to the south line of said Lot 1; thence South 79 degrees 17 minutes 04 seconds East 46.72 feet along said south line and said north line to the point of beginning and containing 0.286 acres, more or less,

EXHIBIT "A"

Project: 1006129

Sheet 2 of 2

Code: 5852

Parcel 3: Fee

Tax ID: 02-03-22-326-001.000-082

inclusive of the presently existing right-of-way which contains 0.088 acres, more or less, for a net additional taking of 0.198 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Gregory M. Quebe, Indiana Registered Land Surveyor, License Number LS20500019, on the 14th day of May, 2014.



07/11/11

Page 100/20

Page 101/20

Page 102/20

Page 103/20

Page 104/20

Page 105/20

Page 106/20

Page 107/20

Page 108/20

Page 109/20

Page 110/20

Page 111/20

Page 112/20

Page 113/20

Page 114/20

Page 115/20

Page 116/20

Page 117/20

Page 118/20

Page 119/20

Page 120/20

Page 121/20

Page 122/20

Page 123/20

Page 124/20

Page 125/20

Page 126/20

Page 127/20

Page 128/20

Page 129/20

Page 130/20

Parcel: 03
Project: 1006129
Des. # 1006129
County: Allen
Section: 22
Township: 32N
Range: 13E

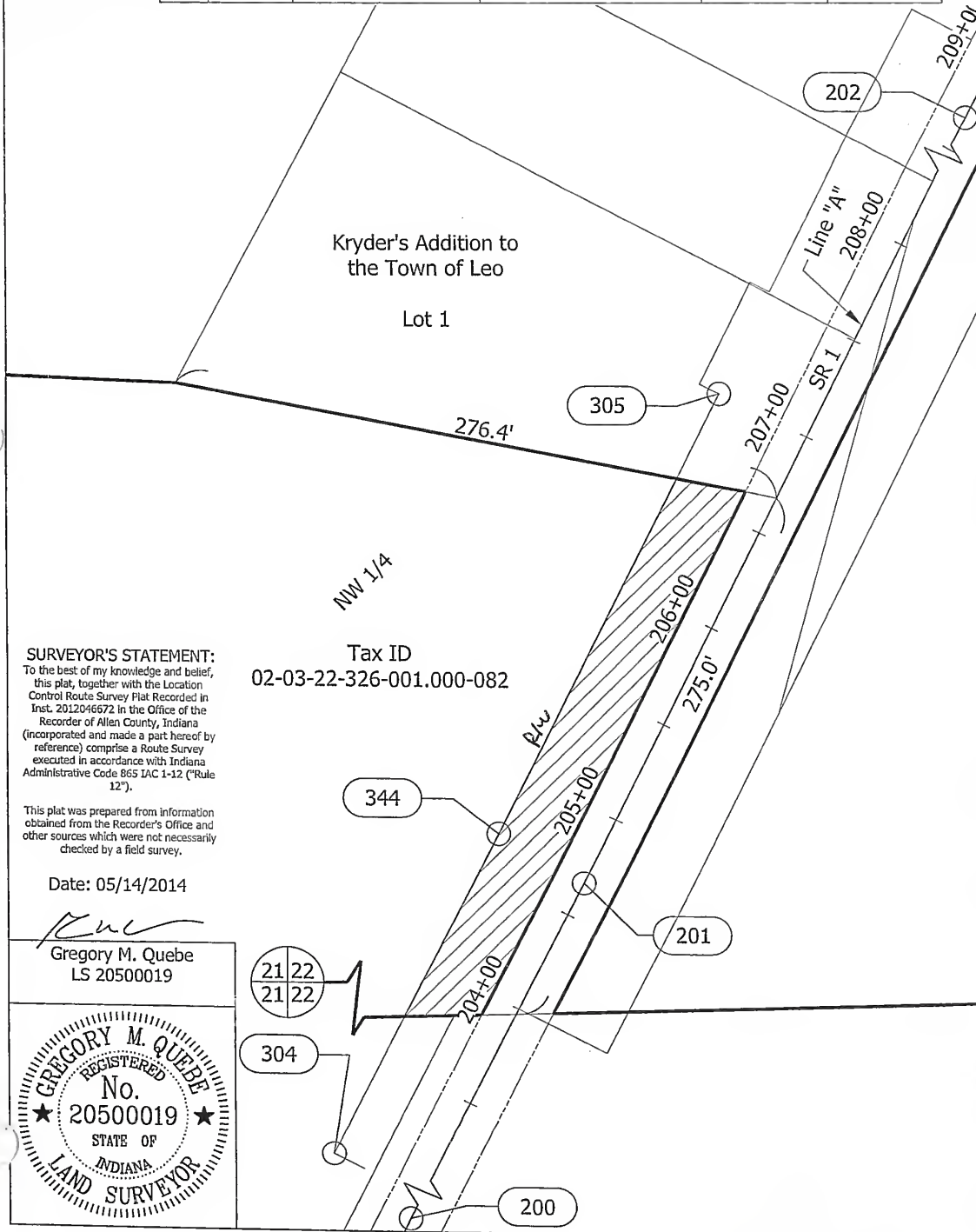
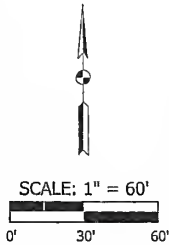
Right of Way Parcel Plat Exhibit "B"

Owner: City of Fort Wayne
Warranty Deed: Book 453, Page 206-207
Date: 04/16/1952
Warranty Deed: Book 472, Page 72-73
Date: 09/28/1953

Prepared by: KAG
Checked by: GMQ

 Hatched Area is the
Approximate taking

Point	Centerline	Station	Offset	Northing	Easting
* See Location Control Route Survey Plat. Note: Stations & offsets control over both North & East Coordinates and bearings and distances.					
200*					
201*					
202*					
304	A	203+00.00	45.00' Lt.	2174259.5563	506998.1775
305	A	207+00.00	45.00' Lt.	2174617.3244	507176.3610
344	A	204+70.00	45.00' Lt.	2174411.1443	507074.4308

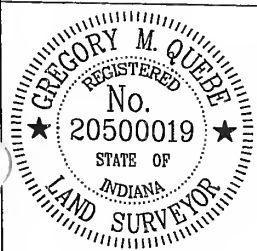


SURVEYOR'S STATEMENT:
To the best of my knowledge and belief,
this plat, together with the Location
Control Route Survey Plat Recorded in
Inet. 2012046672 in the Office of the
Recorder of Allen County, Indiana
(incorporated and made a part hereof by
reference) comprise a Route Survey
executed in accordance with Indiana
Administrative Code 865 IAC 1-12 ("Rule
12").

This plat was prepared from information
obtained from the Recorder's Office and
other sources which were not necessarily
checked by a field survey.

Date: 05/14/2014

Gregory M. Quebe
LS 20500019



Right of Way

OWNER OF THE LAND
DATE OF THE DEED
DATE OF THE DEED
DATE OF THE DEED

SECTION 22
TOWNSHIP 22N
RANGE 12E
COUNTY OF...

SECTION	TOWNSHIP	RANGE	COUNTY
22	22N	12E	...

STATE OF...

...

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EXHIBIT "A"

Project: 1006129

Sheet 1 of 2

Code: 5852

Parcel 3A: Fee

Tax ID: 02-03-22-326-001.000-082

A part of the Northwest Quarter of Section 22, Township 32 North, Range 13 East, Allen County, Indiana and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the intersection of the centerline of the Fort Wayne-Leo Road and the South line of the Northwest quarter of Section 22 (the foregoing portion of this description beginning with the words "at the intersection" is quoted from Deed Book 453, Pages 206-207); thence North 26 degrees 42 minutes 21 seconds East 2.71 feet along a line formed between points "200" and "201" on said Parcel Plat to the point of beginning of this description; thence North 26 degrees 42 minutes 21 seconds East 68.93 feet along said line to the point designated "201" on said plat; thence North 26 degrees 18 minutes 24 seconds East 345.36 feet along a line formed between points "201" and "202" on said parcel plat; thence South 15 degrees 29 minutes 29 seconds West 239.86 feet to a line formed between points "346" and "347" on said plat; thence South 26 degrees 18 minutes 38 seconds West 108.69 feet to the point designated "346" on said plat; thence South 26 degrees 41 minutes 56 seconds West 48.52 feet to the south line of said Northwest Quarter; thence South 88 degrees 08 minutes 14 seconds West 45.57 feet along said south line; thence North 63 degrees 17 minutes 39 seconds West 4.97 feet to the point of beginning and containing 0.296 acres, more or less, inclusive of the presently existing right-of-way which contains 0.129 acres, more or less, for a net additional taking of 0.167 acres, more or less.

Project 100120

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

Page 100

EXHIBIT "A"

Project: 1006129

Sheet 2 of 2

Code: 5852

Parcel 3A: Fee

Tax ID: 02-03-22-302-001.000-082

This description was prepared for the Indiana Department of Transportation by Gregory M. Quebe, Indiana Registered Land Surveyor, License Number LS20500019, on the 14th day of May, 2014.

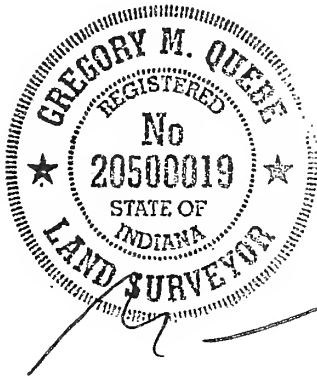


EXHIBIT "A"

Page 1006129

Case 3521

Panel 1A1

Tab ID: 02-01-25-01-01-01-01

This document is prepared by the

United States Department of Justice

day of



Right of Way Parcel Plat Exhibit "B"

Code: 5852
Page: 1 of 1

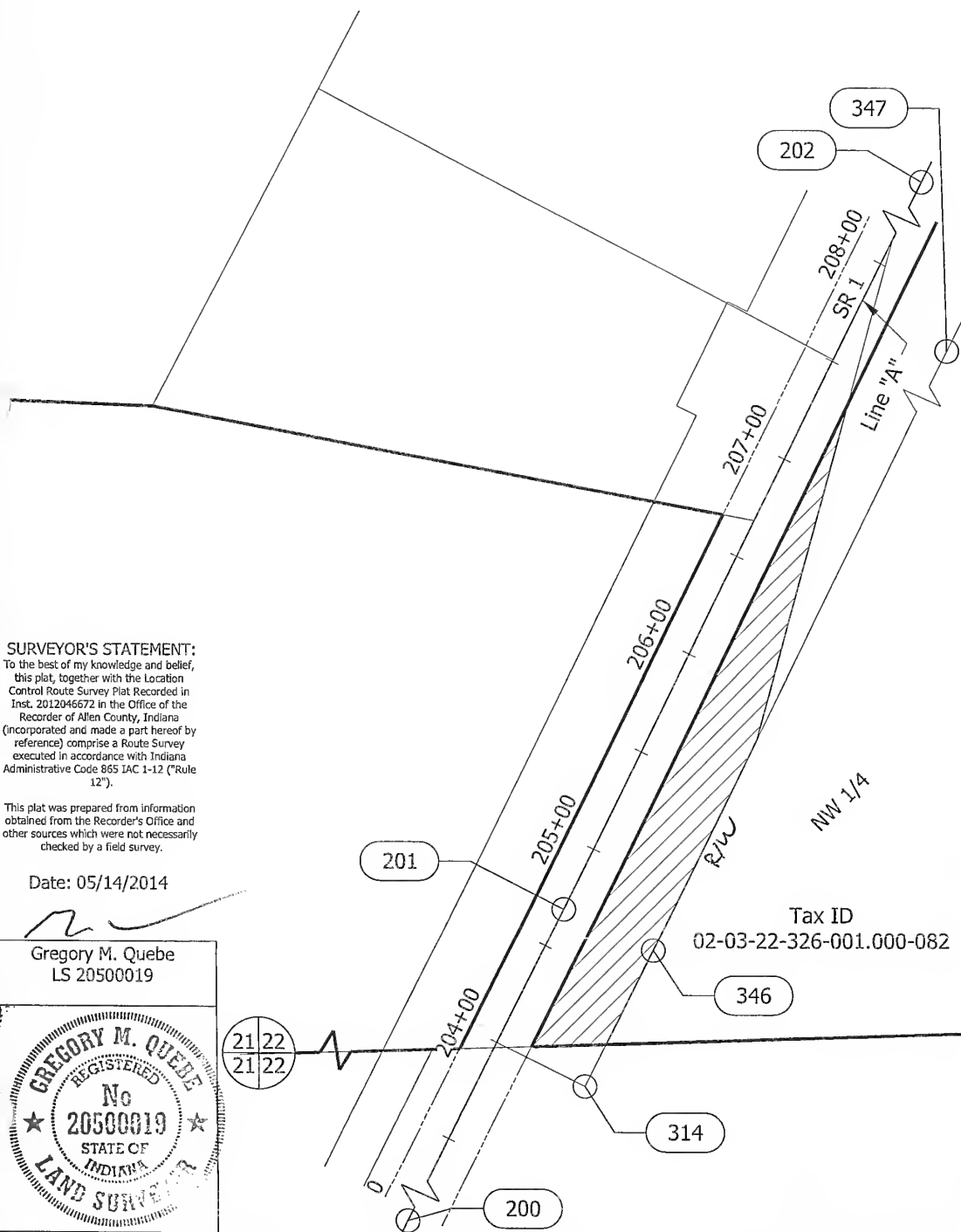
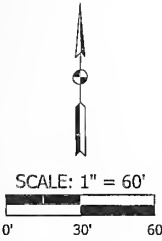
Parcel: 03A
Project: 1006129
Des. # 1006129
County: Allen
Section: 22
Township: 32N
Range: 13E

Owner: City of Fort Wayne
Warranty Deed: Book 453, Page 206-207
Date: 04/16/1952
Warranty Deed: Book 472, Page 72-73
Date: 09/28/1953

Prepared by: KAG
Checked by: GMQ

 Hatched Area is the
Approximate taking

Point	Centerline	Station	Offset	Northing	Easting
* See Location Control Route Survey Plat. Note: Stations & offsets control over both North & East Coordinates and bearings and distances.					
200*					
201*					
202*					
314	A	204+00.00	45.00' Rt.	2174308.4418	507123.5179
346	A	204+70.00	45.00' Rt.	2174371.2585	507155.1099
347	A	208+35.00	45.00' Rt.	2174697.3896	507316.3694



SURVEYOR'S STATEMENT:
To the best of my knowledge and belief,
this plat, together with the Location
Control Route Survey Plat Recorded in
Inst. 2012046672 in the Office of the
Recorder of Allen County, Indiana
(incorporated and made a part hereof by
reference) comprise a Route Survey
executed in accordance with Indiana
Administrative Code 865 IAC 1-12 ("Rule
12").

This plat was prepared from information
obtained from the Recorder's Office and
other sources which were not necessarily
checked by a field survey.

Date: 05/14/2014


Gregory M. Quebe
LS 20500019



EXHIBIT "A"

Project: 1006129

Sheet 1 of 2

Code: 5852

Parcel 3B: Fee

Tax ID: 02-03-22-326-001.000-082

A part of the Northwest Quarter of Section 22, Township 32 North, Range 13 East, Allen County, Indiana and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the intersection of the centerline of the Fort Wayne-Leo Road and the South line of the Northwest quarter of Section 22 (the foregoing portion of this description beginning with the words "at the intersection" is quoted from Deed Book 453, Pages 206-207); thence North 26 degrees 42 minutes 21 seconds East 71.64 feet along a line formed between points "200" and "201" on said Parcel Plat to the point designated "201" on said plat; thence North 26 degrees 18 minutes 24 seconds East 345.36 feet along a line formed between points "201" and "202" on said plat to the point of beginning of this description; thence North 26 degrees 18 minutes 24 seconds East 19.15 feet along said line to the point designated "202" on said plat; thence North 27 degrees 48 minutes 24 seconds East 66.57 feet along a line formed between points "202" and "203" on said plat; thence South 62 degrees 11 minutes 36 seconds East 45.00 feet to the point designated "316" on said plat; thence South 27 degrees 48 minutes 24 seconds West 65.00 feet to the point designated "347" on said plat; thence South 26 degrees 18 minutes 38 seconds West 255.13 feet; thence North 15 degrees 29 minutes 29 seconds East 239.86 feet to the point of beginning and containing 0.210 acres, more or less, inclusive of the presently existing right-of-way which contains 0.043 acres, more or less, for a net additional taking of 0.167 acres, more or less.

Project 100178

Code 1823

Panel 311

Tab 12: 02-03-23-350-001 00-01

A part of the Northern (South) ...

County, Idaho in 1890 ...

lines ...

followed ...

and the South ...

described ...

from 100-100 ...

line ...

201 ...

along ...

beginning ...

... and ...

... and ...

... and ...

... and ...

... and ...

... and ...

... and ...

... and ...

... and ...

... and ...

EXHIBIT "A"

Project: 1006129

Sheet 2 of 2

Code: 5852

Parcel 3B: Fee

Tax ID: 02-03-22-302-001.000-082

This description was prepared for the Indiana Department of Transportation by Gregory M. Quebe, Indiana Registered Land Surveyor, License Number LS20500019, on the 14th day of May, 2014.



RECEIVED

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Parcel: 03B
 Project: 1006129
 Des. # 1006129
 County: Allen
 Section: 22
 Township: 32N
 Range: 13E

Right of Way Parcel Plat Exhibit "B"

Owner: City of Fort Wayne
 Warranty Deed: Book 453, Page 206-207
 Date: 04/16/1952
 Warranty Deed: Book 472, Page 72-73
 Date: 09/28/1953

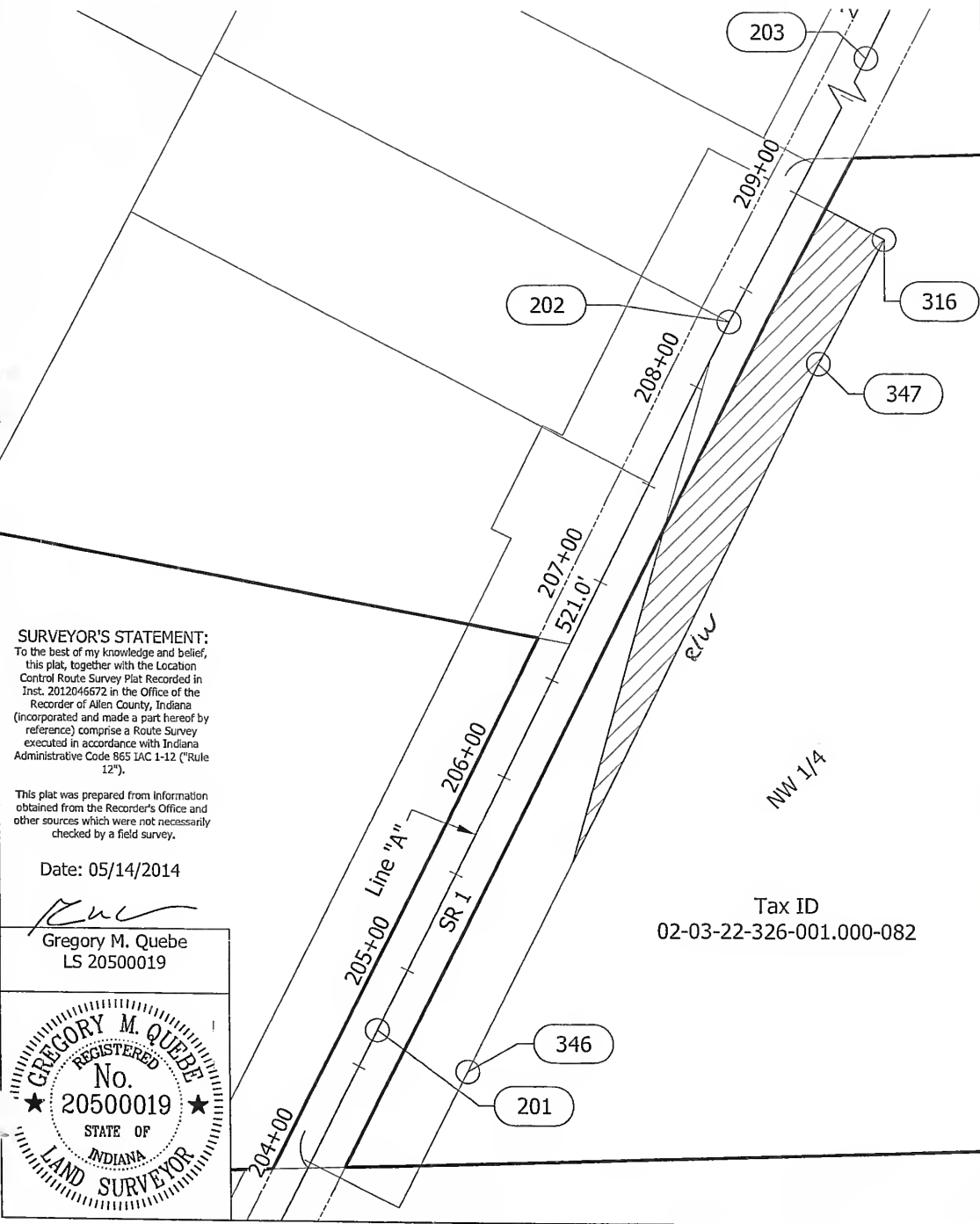
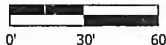
Code: 5852
 Page: 1 of 1

Prepared by: KAG
 Checked by: GMQ

 Hatched Area is the
 Approximate taking

Point	Centerline	Station	Offset	Northing	Easting
* See Location Control Route Survey Plat.					
Note: Stations & offsets control over both North & East Coordinates and bearings and distances.					
201*					
202*					
203*					
316	A	209+00.00	45.00' Rt.	2174754.8838	507346.6912
346	A	204+70.00	45.00' Rt.	2174371.2585	507155.1099
347	A	208+35.00	45.00' Rt.	2174697.3896	507316.3694

SCALE: 1" = 60'



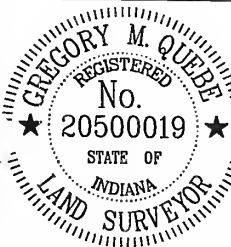
SURVEYOR'S STATEMENT:
 To the best of my knowledge and belief,
 this plat, together with the Location
 Control Route Survey Plat Recorded in
 Inst. 2012046672 in the Office of the
 Recorder of Allen County, Indiana
 (incorporated and made a part hereof by
 reference) comprise a Route Survey
 executed in accordance with Indiana
 Administrative Code 865 IAC 1-12 ("Rule
 12").

This plat was prepared from information
 obtained from the Recorder's Office and
 other sources which were not necessarily
 checked by a field survey.

Date: 05/14/2014

Gregory M. Quebe
 LS 20500019

Tax ID
 02-03-22-326-001.000-082



IMPROVEMENT RESOLUTION No. 0064S

**MAIDEN LANE SIDEWALK IMPROVEMENTS
WORK ORDER No. 0064S**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

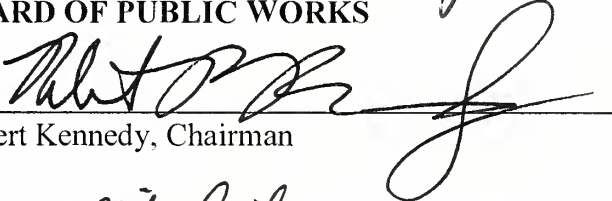
That it is deemed necessary to improve: **The curbface sidewalks on Maiden Lane between West Berry Street and Main Street. Included in this project will be new curbface sidewalk on the east side and spot repair on the west side, walk through the alley, along with one (1) alley approach. New ADA ramps will also be constructed at the NW & NE corners of Berry St. and Maiden Lane and at the SE corner of Main St. and Maiden Lane. The curbface walk will be narrowed from an existing 8' width to the standard 6' width, thus widening Maiden Lane from its existing 18' width to a 20' width.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

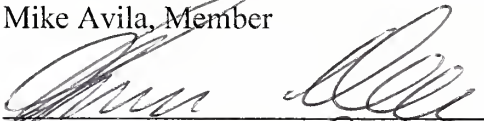
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of May, 2015.

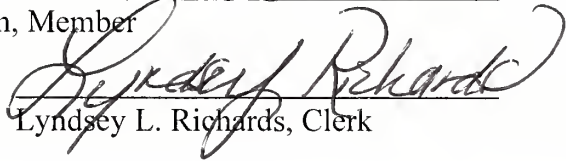
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

Proj: Maiden Lane Sidewalk Improvements

RES. NO.: 0064S

W.O. NO.: 0064S

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.
Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.

Required Completion Date: July 31, 2015**Bid**

Date: Wednesday, June 10, 2015

Contractor's Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	370	SY		
2	Removal of Curb	121	LF		
3	Removal of Pavement (Asphalt)	18	SY		
4	Concrete Curbface Walk, Modified (6") (See Details)	245	SY		
5	Concrete Wingwalk & Ramps, Modified (6"-8") (See Details)	45	SY		
6	Concrete for Alley Drive Approach (8")	18	SY		
7	Concrete Curb, Type "III"	28	LF		
8	ADA Solutions, Armor Tile, or Armor Cast "Wet Set" 2' x 5' Composite Tactile Warning Surface Unit	7	EA		
9	Type "O" Compacted Aggregate for Base, No. 53	50	TON		
10	2'x2' Alley Casting, Furnish & Adjust to Grade (Neenah R-3036-B or East Jordan 5100ZM1)	1	EA		
11	Sediguard Inlet Protection Device or Approved Equal	2	EA		
12	Bituminous Mixture for HMA Patching	45	TON		
13	Existing Wood Pole, Remove	1	EA		
14	Existing Basement Window Well Structure, Abandon	3	EA		
15	Existing Pavement Markings, Remove	74	LF		
16	Pavement Markings, White, Thermoplastic, 24" Crosswalk (Piano Keys)	40	LF		
17	Topsoil	2	TON		
18	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	10	SY		
19	Construction Sign, Type "A"	4	EA		
20	Maintenance of Traffic	1	LS		
21	Mobilization / Demobilization	1	LS		
22	Work Allowance	1	LS	\$5,000.00	\$5,000.00

ESTIMATE OF QUANTITIES

RES. NO.: 0064S
W.O. NO.: 0064S



Proj: Maiden Lane Sidewalk Improvements

Bid Estimate: \$40,533.00
Estimated E&I:
Total Estimate: \$40,533.00

Date: May 1, 2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Removal of Concrete	370	SY	\$10.00	\$3,700.00
2	Removal of Curb	121	LF	\$10.00	\$1,210.00
3	Removal of Pavement (Asphalt)	18	SY	\$10.00	\$180.00
4	Concrete Curbface Walk, Modified (6") (See Details)	245	SY	\$50.00	\$12,250.00
5	Concrete Wingwalk & Ramps, Modified (6"-8") (See Details)	45	SY	\$45.00	\$2,025.00
6	Concrete for Alley Drive Approach (8")	18	SY	\$45.00	\$810.00
7	Concrete Curb, Type "III"	28	LF	\$20.00	\$560.00
8	ADA Solutions, Armor Tile, or Armor Cast "Wet Set" 2' x 5' Composite Tactile Warning Surface Unit	7	EA	\$250.00	\$1,750.00
9	Type "O" Compacted Aggregate for Base, No. 53	50	TON	\$18.00	\$900.00
10	2'x2' Alley Casting, Furnish & Adjust to Grade (Neenah R-3036-B or East Jordan 5100ZM1)	1	EA	\$400.00	\$400.00
11	Sediguard Inlet Protection Device or Approved Equal	2	EA	\$100.00	\$200.00
12	Bituminous Mixture for HMA Patching	45	TON	\$100.00	\$4,500.00
13	Existing Wood Pole, Remove	1	EA	\$350.00	\$350.00
14	Existing Basement Window Well Structure, Abandon	3	EA	\$750.00	\$2,250.00
15	Existing Pavement Markings, Remove	74	LF	\$3.00	\$222.00
16	Pavement Markings, White, Thermoplastic, 24" Crosswalk (Piano Keys)	40	LF	\$8.00	\$320.00
17	Topsoil	2	TON	\$18.00	\$36.00
18	Hydroseeding with Hydrostik or Equivalent Polymer for Erosion Control	10	SY	\$5.00	\$50.00
19	Construction Sign, Type "A"	4	EA	\$80.00	\$320.00
20	Maintenance of Traffic	1	LS	\$1,500.00	\$1,500.00
21	Mobilization / Demobilization	1	LS	\$2,000.00	\$2,000.00
22	Work Allowance	1	LS	\$5,000.00	\$5,000.00

IMPROVEMENT RESOLUTION NO. 0082A

**TRAFFIC SIGNAL INSTALLATION - 2015
WORK ORDER NO. 0082A**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

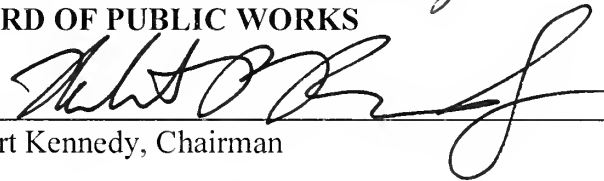
That it is deemed necessary to improve: **Re-install traffic signal facilities, including Detector Housings, signal loops, necessary conduit and wiring and related Maintenance of Traffic after Transportation Engineering Services HMA Packages and City Milling and Re-Paving Packages.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

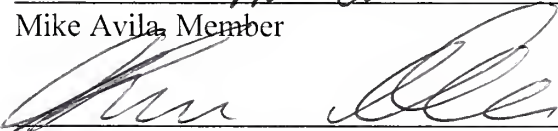
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of May, 2015.

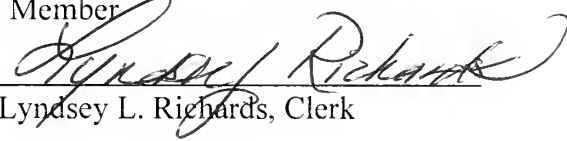
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: 2015 - Traffic Signal Installation

RES. NO.:

0082A

W.O. NO.:

0082A

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: 9/30/2015

Bid

Date:

Contractors Signature _____

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	MOBILIZATION/ DEMOBILIZATION	1	LSUM		
2	1/c 14 Loop cable	16250	LFT		
3	2c/14, Shielded in conduit	575	LFT		
4	Saw Slot and Sealer	4550	LFT		
5	Detector Housing	25	Ea		
6	Detector Housing, Adjust to Grade	19	Ea		
7	2" Steel Signal Conduit	90	LFT		
8	Reinstall Wireless Vehicle Detection	75	Ea		
9	Maintenance of Traffic	1	LSUM		

ESTIMATE OF QUANTITIES

proj: 2015 - Traffic Signal Installation

RES. NO.: 0082A

W.O. NO.: 0082A

Bid Estimate: \$177,942.50

estimated e&i:

Total estimate: \$177,942.50

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	MOBILIZATION/ DEMOBILIZATION	1	LSUM	\$8,000.00	\$8,000.00
2	1/c 14 Loop cable	16250	LFT	\$0.85	\$13,812.50
3	2c/14, Shielded in conduit	575	LFT	\$1.50	\$862.50
4	Saw Slot and Sealer	4550	LFT	\$12.25	\$55,737.50
5	Detector Housing	25	Ea	\$850.00	\$21,250.00
6	Detector Housing, Adjust to Grade	19	Ea	\$200.00	\$3,800.00
7	2" Steel Signal Conduit	90	LFT	\$22.00	\$1,980.00
8	Reinstall Wireless Vehicle Detection	75	Ea	\$900.00	\$67,500.00
9	Maintenance of Traffic	1	LSUM	\$5,000.00	\$5,000.00

2015-2017 CIPP Request for Qualifications

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

City Utilities Engineering has defined reasonable benchmarks of experience and quality for which all contractors wanting to utilize CIPP technology within our jurisdiction should be able to meet and surpass. It is in our customer's best interest, and the Utility's best interest, that we continue to allow only qualified bidders to bid on these type of specialized rehabilitation projects. The results of this RFQ are as follows:

Qualified to bid on small diameter (6"-15") CIPP projects:

Insituform Technologies, USA Inc.

Layne Inliner LLC

Kenny Construction

Miller Pipeline

SAK Construction

Qualified to bid on medium diameter (16"-36") CIPP projects:

Insituform Technologies, USA Inc.

Layne Inliner LLC

Kenny Construction

Miller Pipeline

SAK Construction

Qualified to bid on large diameter (>36") CIPP projects:

Insituform Technologies, USA Inc.

Layne Inliner LLC

Kenny Construction

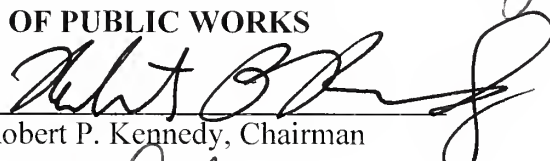
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

APPROVED THIS 27 DAY OF May, 2015.

BOARD OF PUBLIC WORKS

BY:


Robert P. Kennedy, Chairman

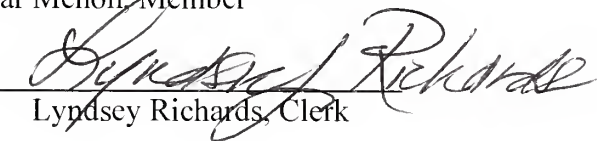
BY:


Mike Avila, Member

BY:


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

**A RESOLUTION APPROVING AND ADOPTING THE CITY UTILITIES DESIGN
STANDARDS MANUAL AND REPEALING THE WATER RESOURCES DEVELOPMENT
CRITERIA/STANDARDS MANUAL IN ITS ENTIRETY**

RESOLUTION NO. 102-5-27-15-2

WHEREAS, in order to ensure public health and safety and support economic development in ways that protect the environment, City Utilities finds it in the best interest of all its stakeholders to establish current, clear, and concise guidance for the planning, design, and construction of stormwater and sanitary sewage collection and water distribution infrastructure that is to be owned and/or operated and maintained by City Utilities; and

WHEREAS, significant changes in technologies, materials, construction practices, regulatory requirements, and City Utilities policies and procedures have taken place since the adoption of the current Water Resource's Development Criteria/Standards Manual on January 1, 2002; and

WHEREAS, City Utilities finds it necessary and desirable to update its existing design standards for guidance in planning, design, and construction of stormwater and sanitary sewer collection systems, water distribution facilities, and associated activities for City Utilities; and

WHEREAS, the practice and practicality of printing and distributing copies of and amendments to design standards and other guidance documents the Development Criteria/Standards Manual has become obsolete and can be effectively replaced by postings to the World Wide Web; and

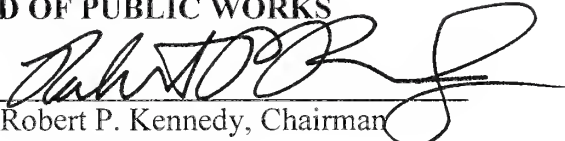
NOW, THEREFORE the Board of Public Works and the Board of Stormwater Management does hereby determine the following:

1. The City Utilities Design Standards Manual, in its entirety, is hereby approved and adopted as be the governing document for the planning, design, and construction of stormwater and sanitary sewage collection and water distribution infrastructure that is to be owned and/or operated and maintained by City Utilities.
2. The date of adoption of the City Utilities Design Standards Manual shall be June 1, 2015 and the Manual shall be in full force and effect commencing August 3, 2015.
3. Future revisions to the Design Standards Manual may be implemented with the approval of the Director of City Utilities and the Deputy Director of Engineering but must be presented to the Board of Public Works and Board of Stormwater Management within six months of their implementation for review and ratification.
4. The City Utilities Design Standards Manual shall be distributed and accessible through the City of Fort Wayne's website at <http://www.cityoffortwayne.org/utilities/design-and-construction/design-standards.html>.
5. The Board's prior approval of the Development Standards/Criteria Manual is hereby repealed.

APPROVED THIS 27TH DAY OF MAY, 2015

BOARD OF PUBLIC WORKS

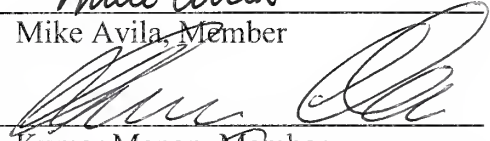
BY:


Robert P. Kennedy, Chairman

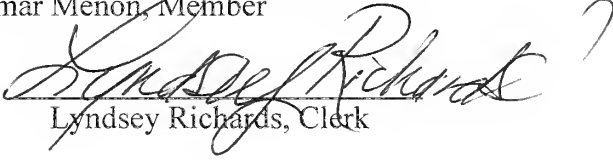
BY:


Mike Avila, Member

BY:

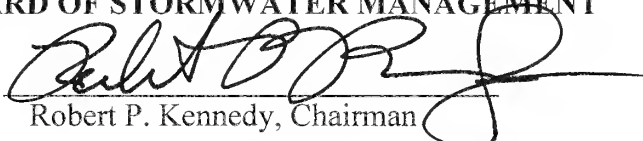

Kumar Menon, Member

ATTEST:

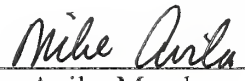

Lyndsey Richards, Clerk

BOARD OF STORMWATER MANAGEMENT

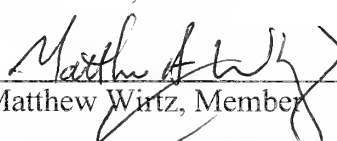
BY:


Robert P. Kennedy, Chairman

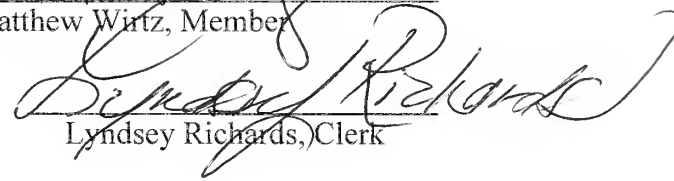
BY:


Mike Avila, Member

BY:


Matthew Wirtz, Member

ATTEST:


Lyndsey Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0060S

**HAMILTON AVENUE SIDEWALK IMPROVEMENTS
WORK ORDER NO. 0060S**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

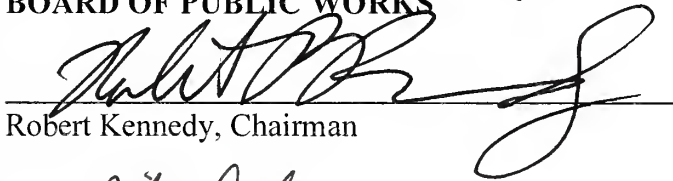
That it is deemed necessary to improve: Hamilton Avenue sidewalks, South side only, from Lafayette Street to Warsaw Street which includes total reconstruction of the existing sidewalks, alley approaches, drive approaches, stone berm, top soil and hydro-seeding.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27 day of May, 2015.

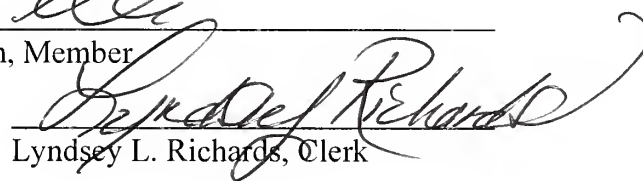
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

**BASS ROAD WATER MAIN EXTENSION PHASE 3 & 4
RESOLUTION NO. 66268**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 6850 LF of 12-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Bass Road Water Main Extension Phase 3 & 4"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is \$775,000.

APPROVED THIS 27 DAY OF May, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

WO#66268 - Bass Road Water Main Extension - Property Acquisition Summary

Property Owner Information					Easement Information				
Parcel No.	Design Sheet No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Area of Perm. Esmt. (sq. ft. or ac.)	Area of Temp. Esmt. (sq. ft. or ac.)	Remarks	Easement Doc. No. (after recording)
1	3	Jerry Glen & Charlene Sue Cooper	8522 Bass Rd	8522 Bass Rd	81-014751	2004 sq ft	871 sq ft	water main installation and temporary access	recorded
2	3	Brian W & Kay L Haggard	8506 Bass Rd	8506 Bass Rd	200070888	2004 sq ft	1263 sq ft	water main installation and temporary access	recorded
3	3,4	Joe & Mary Swenda	8315 Bass Rd	8315 Bass Rd	Book 620, pg 45-46	11979 sq ft	7492 sq ft	water main installation and temporary access	recorded
4	4 to 6	William A Walsh	8306 Bass Rd	6224 Monarch Dr	96-003250	26877 sq ft	16771 sq ft	water main installation and temporary access	pending
5	6 to 8	George D & Delores M Morris	7606 Bass Rd	7606 Bass Rd	79-23068	21867 sq ft	13242 sq ft	water main installation and temporary access	pending
6	9	Springmill Woods Development LLC	Bass Rd - 1000 ft east of Scott Rd	9430 Lima Rd	2013038079	10193 sq ft	8059 sq ft	water main installation and temporary access	recorded
7	10,11	Mary Louise Gruetttert Revocable Trust	9818 & 9025 Bass Rd	9818 Bass Rd	2013067367	24045 sq ft	36111 sq ft	water main installation and temporary access	recorded
8	12	Carl & Mary Louise Gruetttert	9800 Bass Rd	9818 Bass Rd	2011009305	9845 sq ft	24611 sq ft	water main installation and temporary access	recorded
9	14	Carl & Mary Louise Gruetttert	9021 Bass Rd	9818 Bass Rd	2011009304	348 sq ft	523 sq ft	water main installation and temporary access	recorded
10	12 to 14	Louis & Barbara Gruetttert	9025 Bass Rd	9025 Bass Rd	76-18633	16422 sq ft	24611 sq ft	water main installation and temporary access	recorded
11									
12									
13									
14									
15									

Notes: For area of easements, show in square feet for easement parcels less than one acre, and in acres for easement parcels equal to or greater than one acre.

LIME MACHINE PLC'S AND HMI'S
66460

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

RS Technical Services, Inc. will furnish equipment and labor to install and program six (6) new PLC's and HMI's for the lime slakers at the water filtration plant.

Said improvements with all their appurtenances shall be constructed in accordance with the attached service quote.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the cost for this work is valued at \$101,640 per RS Technical Services, Inc's March 12, 2015 proposal.

APPROVED THIS 27 DAY OF May, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

CITY OF FORT WAYNE, INDIANA

RS Technical Services,
Inc.
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTERESTS;**
- 3. CURRENT AND PENDING CONTRACTS OR
PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1. Disclosure of Financial Interest in Vendor

- If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Address: _____

Name: _____

Address: _____

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☐ partnership interest ☐ units ☐ (LLC) ☐ other (explain) _____

1943-1944

1945-1946

1947-1948

1949-1950

1951-1952

1953-1954

1955-1956

1957-1958

1959-1960

1961-1962

1963-1964

1965-1966

1967-1968

1969-1970

1971-1972

1973-1974

1975-1976

1977-1978

1979-1980

1981-1982

1983-1984

1985-1986

1987-1988

1989-1990

1991-1992

1993-1994

1995-1996

1997-1998

1999-2000

2001-2002

2003-2004

2005-2006

2007-2008

2009-2010

2011-2012

2013-2014

2015-2016

2017-2018

2019-2020

2021-2022

2023-2024

2025-2026

2027-2028

- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent): ownership interest: _____ %

Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services.
Yes _____ No. __X__
- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years.
Yes _____ No. __X__
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years.
Yes _____ No. __X__
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years
Yes _____ No __X__

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City?
Yes _____ No __X__.
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City?
Yes _____ No. __X__

2. For each individual in the sample, the following information was obtained:

Section 1: The date of birth, sex, and age of the individual.

Section 2: The date of death, the cause of death, and the place of death.

Section 3: The date of burial, the place of burial, and the name of the cemetery.

Section 4: The date of the funeral, the place of the funeral, and the name of the funeral home.

Section 5: The date of the obituary, the place of the obituary, and the name of the newspaper.

Section 6: The date of the death certificate, the place of the death certificate, and the name of the registrar.

Section 7: The date of the burial certificate, the place of the burial certificate, and the name of the registrar.

Section 8: The date of the funeral certificate, the place of the funeral certificate, and the name of the registrar.

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

If "Yes", identify each heading on a separate line
below, number each heading and identify the page on which it
appears as necessary.

Section 4: RESEARCH DESIGN

In conducting this research, the researcher used a
qualitative research design to explore the experiences of
participants.

The researcher used a phenomenological approach to
understand the lived experiences of participants. This
approach focuses on understanding the meaning of
experiences from the perspective of the participants.

The researcher used a purposive sampling strategy to
select participants who had the most relevant
experiences for the study.

The researcher used a semi-structured interview
schedule to explore the experiences of participants.
The interview schedule was developed based on the
research objectives and the literature review.

The researcher used a thematic analysis approach to
analyze the data. This approach involves identifying
themes or patterns in the data that relate to the
research objectives.

The researcher used a triangulation of data sources
to enhance the validity of the findings. This included
using data from interviews, observations, and
document analysis.

The researcher used a reflexive approach to
research to acknowledge the influence of the
researcher's own beliefs and values on the research
process and findings.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

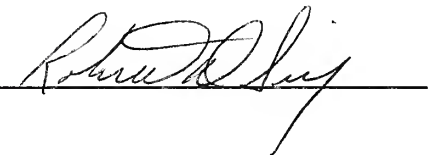
RS Technical Services, Inc. 695 Lincoln Lake Ave. SE, Lowell, MI 49331
(Name of Vendor) Address

(616) 897-7041
Telephone

bobseif@rstechnicalservices.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Robert D. Seif Title President

Signature  Date May 1, 2015

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

The following conference paper
submitted by

Dr. J. H. ...
(Name of Author)

...

1111 ...
...
...
...

...

...

...

...

**Engle Road Force Main Replacement
RESOLUTION NO. 75888**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

replacement of approximately 1950 LF of 8" cast iron sanitary sewer force main along Engle Road with plastic force main installed via horizontal directional drilling.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Engle Road Force Main Replacement.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

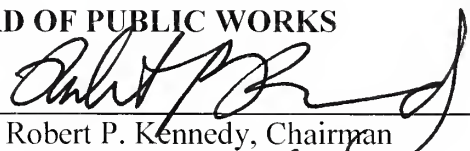
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

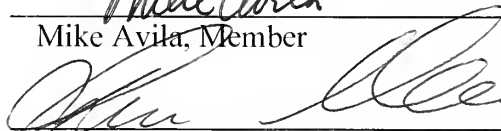
Declares the engineer's estimate of the project's total cost is \$317,360.00.

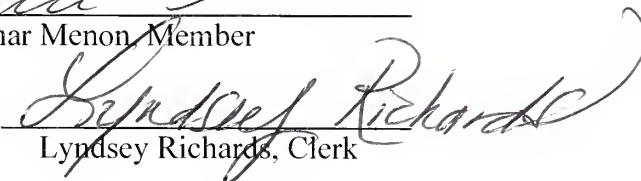
APPROVED THIS 3 DAY OF June, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

Stanley Avenue Sewer Capacity and Drainage Improvements
RESOLUTION NO. 75976

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project consists of installing approximately 350 L.F. of 12" and 15" storm sewer piping and five storm sewer structures.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Stanley Avenue Sewer Capacity and Drainage Improvements**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

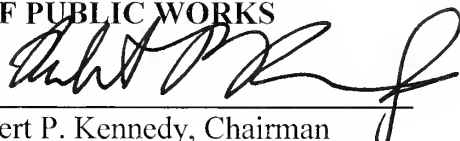
States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$73,795.00.

APPROVED THIS 3 DAY OF June, 2015.

BOARD OF PUBLIC WORKS

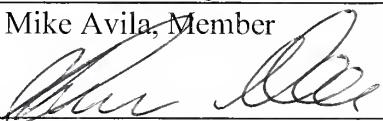
BY: _____


Robert P. Kennedy, Chairman

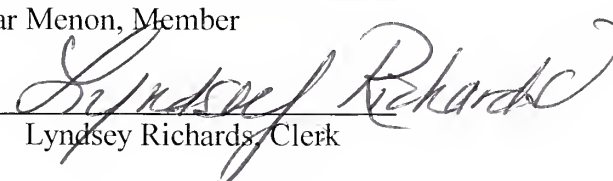
BY: _____


Mike Avila, Member

BY: _____


Kumar Menon, Member

ATTEST: _____


Lyndsey Richards, Clerk

General Manhole Rehabilitation 2015
RESOLUTION NO. 76108

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:
rehabilitation of selected manholes via full depth epoxy coating and installation of chimney seals

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, General Manhole Rehabilitation 2015.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

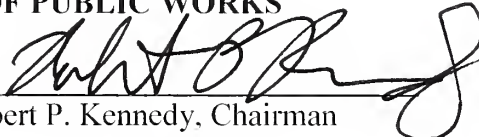
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

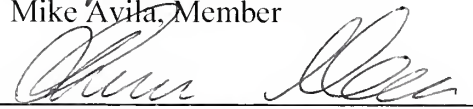
Declares the engineer's estimate of the project's total cost is 149,800.00.

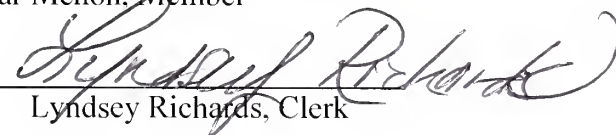
APPROVED THIS 3 DAY OF June, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

Hobson, Vance to Coliseum Water Main Replacement
RESOLUTION NO. 66466

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 1,640 Lf of 6-inch water main, associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Hobson, Vance to Coliseum Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

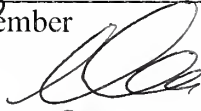
Declares the engineer's estimate of the project's total cost is \$192,000.00.

APPROVED THIS 17 DAY OF June, 2015.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY:  
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

WPCP EFFLUENT AERATION IMPROVEMENTS
76062

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The work generally includes the installation of mechanical aeration equipment, electrical equipment, structural work, instrumentation and controls, and general sitework.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Effluent Aeration Improvements" Resolution/Work Order #76062.

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$3,688,000.

APPROVED THIS 17 DAY OF June, 2015.

BOARD OF PUBLIC WORKS

BY: _____
Robert P. Kennedy, Chairman

BY: Mike Avila
Mike Avila, Member

BY: Kumar Menon
Kumar Menon, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,
APPROVING THE GRANT OF INGRESS-EGRESS EASEMENTS
IN THE 10800 BLOCK OF WALNUT STREET, LEO-CEDARVILLE, INDIANA
RESOLUTION NUMBER 102-7-1-15-1**

Whereas, the City of Fort Wayne ("City") owns the fee simple interest in two parcels of land (hereinafter referred to as "City Parcels") located on the shores of the Saint Joseph River and being within the corporate limits of the Town of Leo-Cedarville, Indiana, as depicted on Exhibit "A" attached hereto and incorporated herein by reference; and

Whereas, the City Parcels were both conveyed from James W. Maxfield and Lillian Maxfield to the City on August 12, 1958; as legally described in deeds recorded in Deed Book 543, page 176, and Deed Book 543, page 177, in the Office of the Recorder of Allen County, Indiana; and

Whereas, there are now four parcels of land (hereinafter referred to as "Private Parcels") labelled as the Heller, Maxfield, and Norr parcels, respectively, on Exhibit "A" located on the immediate north side of the City Parcels that were previously part of the same larger parcel owned by James W. Maxfield and Lillian Maxfield from which the City parcels were granted; and

Whereas, the Private Parcels are being accessed via a shared, private driveway that crosses the City Parcels along the northerly boundary of each City parcel; and

Whereas, based upon the examination of aerial photography taken in 1957, said shared private driveway existed and served what are now the two westerly parcels depicted on Exhibit "A" (Heller and Maxfield) at the time James W. Maxfield and Lillian Maxfield conveyed the City Parcels to the City in 1958; and

Whereas, the fee simple owners of all four Private Parcels have requested that an Ingress-Egress Easement be granted to them by the Board of Public Works (the "Board") to resolve certain land title issues that could adversely affect the Private Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby declares the grant of the Ingress-Egress Easements shall not adversely affect the backwater area located above the Cedarville Dam owned and maintained by Fort Wayne City Utilities; and
2. That the Board hereby authorizes DeWayne J. Nodine, Program Manager, Capital Project Services, Fort Wayne City Utilities Engineering to sign, in the name of and on behalf of the Board, any documents associated with the grant of the Ingress-Egress Easements.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 1st day of July, 2015.

BOARD OF PUBLIC WORKS

By: [Signature]
Robert P. Kennedy, Chair

By: [Signature]
Kumar Menon, Member

By: [Signature]
Mike Avila, Member

Attest: [Signature]
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

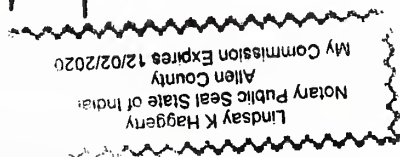
STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 1st day of July, 2015.

My Commission Expires:

11/01/2020



[Signature]
Notary Public

Resident of Allen County

Lindsay K. Haggerty
Printed Name of Notary Public



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East



Ingress & Egress Easement to Michael & Jayne Heller, Orange W. Maxfield, as trustee of Orange W. Maxfield Revocable Trust, & Ken Norr parcels, respectively (0.053 acre)

Ingress & Egress Easement to Orange W. Maxfield, as Trustee of Orange W. Maxfield Revocable Trust, & Ken Norr parcels, respectively (0.049 acre)



**KRESS ROAD WATER MAIN EXTENSION
RESOLUTION NO. 66474**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 1000 LF of 16-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Kress Road Water Main Extension"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

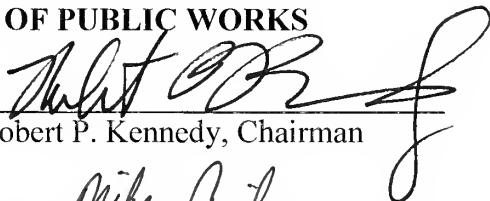
Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

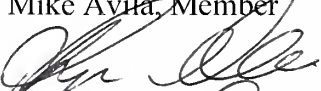
Declares the engineer's estimate of the project's total cost is \$118,000.

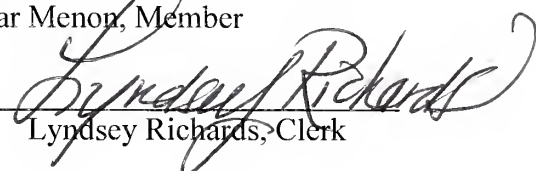
APPROVED THIS 1 DAY OF July, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

EMERGENCY RESOLUTION NO. 102-7-8-15-1

**EMERGENCY FLOOD PROTECTION WORK
For the Three Rivers Drainage Areas in the City of Fort Wayne**

WHEREAS, it is deemed necessary to protect the property and citizens of Fort Wayne from flood waters of the St. Mary's, St. Joseph, and the Maumee Rivers and their tributaries, and

WHEREAS, the flood and storm events of June 2015 were unforeseen and unpredictable, and

WHEREAS, these events are extremes in rainfall and wind speeds, and

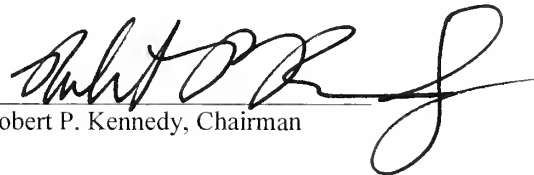
WHEREAS, these events required the assistance of outside contractors on an immediate basis, and

WHEREAS, the cost of this assistance could exceed Twenty Five Thousand Dollars and Zero Cents, (\$25,000).

Now, Therefore, the Board of Public Works hereby declares an emergency exists for the flood protection work and orders the Purchasing Department to issue an Emergency Purchase Order for all work associated with the emergency flood protection work for the Month of June 2015.

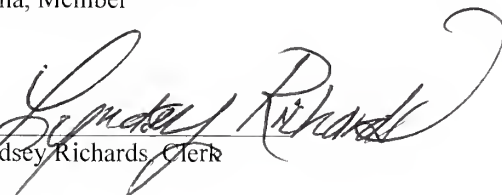
Approved this 8 day of July, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: Absent
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: 
Lindsey Richards, Clerk

**WPCP EFFLUENT PIPE HYDRAULIC IMPROVEMENTS
RESOLUTION NO. 76149**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Construction of a vent structure on the existing WPCP 72" effluent conveyance pipe for the purpose of venting the pipe, protecting downstream infrastructure, and miscellaneous Site Work.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Effluent Pipe Hydraulic Improvements" prepared by Arcadis

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$347,000.

APPROVED THIS 15th DAY OF July, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

**Substation #1 Switchgear Replacement
Resolution No. 66216**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Three Rivers Filtration Plant Unit Substation #1 Improvements.**

Said improvements involve replacing the existing Unit Substation #1 circuit breakers with new. This switchgear provides power to various other power panels, motor control centers and equipment throughout the Three Rivers Filtration Plant.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

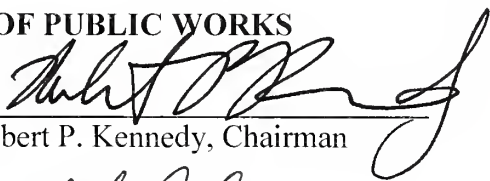
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$375,000.00.

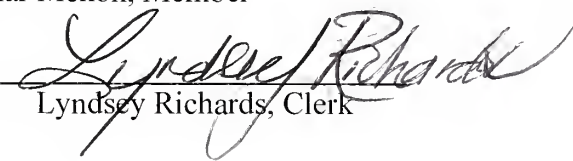
APPROVED THIS 22 DAY OF July, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

Resolution # 102-7-29-15-1
Acceptance of Electronic Records Policy
Board of Public Works/Board of Stormwater Management

Policy Statement

The Board of Public Works and Board of Stormwater Management for the City of Fort Wayne ("Board of Public Works/Board of Stormwater Management") adopts the following policy with respect to the acceptance of electronic records necessary for public works projects.

Definitions

"Attribution" – An electronic record is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record was attributable.

"Electronic Record" – IC 26-2-8-102(9) – A record that is created, generated, sent, communicated, received, or stored by electronic means.

"Person" – 26-2-8-102(16) – An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation, or any other legal or commercial entity.

"Transaction" – IC 26-2-8-102(19) – An action or set of actions relating to the conduct of business, commercial, or governmental affairs and occurring between two (2) or more persons.

Acceptance, Use and Storage of Electronic Records

The Board of Public Works and Board of Stormwater Management agrees to conduct transactions and accept electronic records that are necessary to the construction, reconstruction, alteration, or renovation public works project in accordance with I.C. 26-2-8-104 and may include, but are not limited to, bid documents and agreements between a person and the Board of Public Works and Board of Stormwater Management. An electronic record may be used as a substitute for a paper record if there is a statute, regulation, or policy that requires records to be signed. The electronic record must comply with and is governed by I.C. 26-2-8 et seq.

If a law requires a record to be notarized, the requirement is satisfied with respect to the signature if an electronic record includes, in addition to the signature to be notarized, the

signature of a notary public together with all other information required to be in a notarization by other applicable laws.

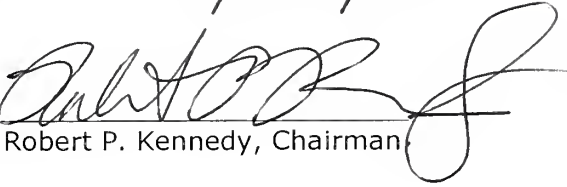
Electronic records created or received by the Board of Public Works and Board of Stormwater Management shall be appropriately attributed to the individual(s) responsible for their creation, authorization or approval. The Board of Public Works and Board of Stormwater Management shall utilize available technology to implement reliable methods for accepting and managing electronic records. Any electronic record generated or accepted by the Board of Public Works and Board of Stormwater Management shall be given full force and effect of a paper communication or document.

The Board of Public Works and Board of Stormwater Management shall maintain an electronic recordkeeping process that will be used to receive, store and reproduce electronic records relating to transactions between a person and the Board of Public Works and Board of Stormwater Management. Such process should include security procedures whereby the Board of Public Works and Board of Stormwater Management can (a) verify the attribution of a signature to a specific individual, (b) protect and prevent access, alteration, manipulation or use by an unauthorized person, and (c) complies with all state and federal laws regarding record keeping and management.

The City shall ensure that all electronic records are capable of being accurately reproduced for later reference and retained until such time as all legally mandated retention requirements are satisfied.

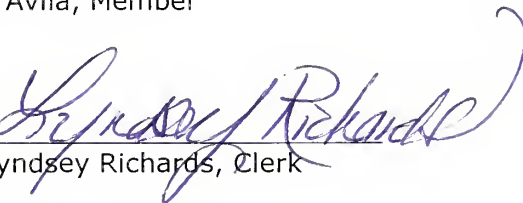
BOARD OF PUBLIC WORKS

Date: 7/29/15

BY: 
Robert P. Kennedy, Chairman

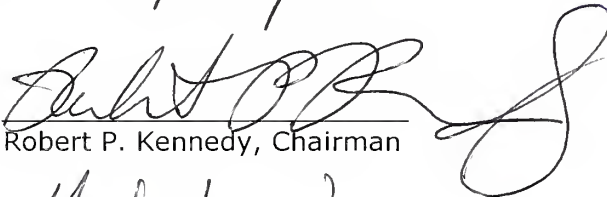
BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

BOARD OF STORMWATER MANAGEMENT

Date: 7/29/15

BY: 
Robert P. Kennedy, Chairman

BY: Matthew Wirtz
Matthew Wirtz, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0007S

**2015 - MISCELLANEOUS CONSTRUCTION PACKAGE
WORK ORDER NO. 0007S**

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA,

That it is deemed necessary to improve: 54 locations in the city of Fort Wayne, IN. This is inclusive to all six districts of the city.

By reconstructing sidewalks, drives, curbs, yard walks, and restoring areas affected by construction.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

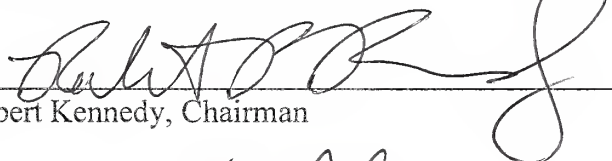
The cost for sidewalks, drives, curbs and yard walks shall be assessed 60% on the real estate abutting on said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for restoring areas affected by construction shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

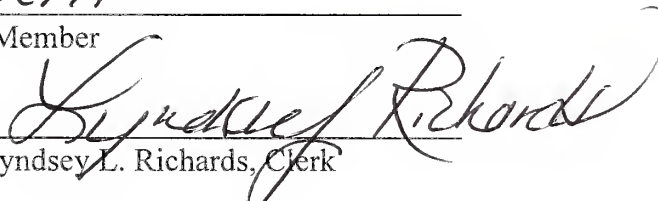
Adopted this 29 day of July, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member

Absent
Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 0052A

**SPY RUN AVENUE & LIVINGSTON AVENUE
INTERSECTION IMPROVEMENT
WORK ORDER NO. 0052A**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

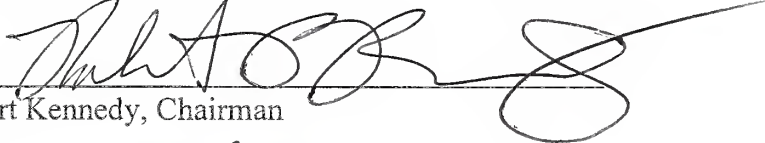
That it is deemed necessary to improve: Install two new intersections for access to Livingston Avenue from Clinton Street and Spy Run Avenue. The intersection on Clinton is to be moved to the north and include new walks, ADA ramps and a divided entrance to Livingston. The intersection on Spy Run will include widening of Spy Run with dedicated turn lane and a connection with the pedestrian trail along Spy Run Avenue.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 29 day of July, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

IMPROVEMENT RESOLUTION NO. 10

BY RUN AVE. & 10TH ST.
FOR PROSPECTIVE
HOURS ORDER NO. 10

RESOLVED BY THE BOARD OF PUBLIC WORKS

INDIANA

This is a proposed improvement project for the
intersection of Run Avenue and 10th Street.
The project includes the construction of a
new intersection and the widening of the
roadway to 40 feet.

All in accordance with the provisions of the
Department of Public Works.

It is hereby recommended that the Board of
Public Works approve the project and
authorize the Department of Public Works
to proceed with the construction of the
project.

Adopted on 2-1-1910

BOARD OF PUBLIC WORKS

[Signature]

[Signature]

[Signature]

[Signature]

ATTEST

EMERGENCY RESOLUTION NUMBER 102-8-12-15-1
NELSON STREET COMBINATION SEWER EMERGENCY REPAIR

WHEREAS, an existing 15" VCP combination sewer has collapsed at the alley between Wall Street and Swinney Avenue and;

WHEREAS, said collapses could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 15" VCP combination sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

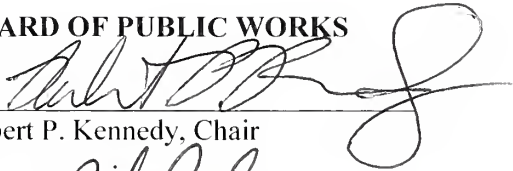
WHEREAS, Bercot, T&E, Bunn, and API, will be invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, (\$25,000.00).

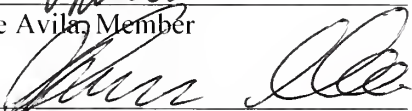
NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

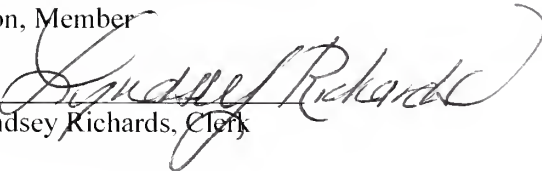
APPROVED this 12 day of August, 2015.

BOARD OF PUBLIC WORKS

By 
Robert P. Kennedy, Chair

By 
Mike Avila, Member

By 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

EMERGENCY 201-234-2222
NELSON STREET COMMUNITY CENTER

WHEREAS, the Board of Directors of the Nelson Street Community Center has determined that it is in the best interests of the community to establish a fund to provide financial assistance to the needy and to the community at large.

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WHEREAS, the Board of Directors of the Nelson Street Community Center has determined that it is in the best interests of the community to establish a fund to provide financial assistance to the needy and to the community at large.

APPROVED: 1/2

BOARD OF DIRECTORS

By: [Signature]

Secretary

[Signature]

President

[Signature]

Treasurer

[Signature]

Chairman

IMPROVEMENT RESOLUTION NO. 0006S

**PROJECT NAME: COOK ROAD SIDEWALK IMPROVEMENT
WORK ORDER NO. 0006S**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

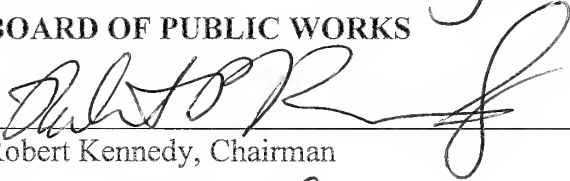
That it is deemed necessary to improve: **Cook Road from Westfield Drive to Coldwater Road on the north side by constructing a 5' sidewalk with ADA ramps and connection to existing bus stop.**

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12 day of August, 2015

BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST: 
Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

RES. NO.: 0006S

W.O. NO.: 0006S

proj: COOK ROAD SIDEWALK IMPROVEMENT
(WESTFIELD DRIVE TO COLDWATER ROAD (NORTH SIDE))

Bid Estimate: \$22,209.50

estimated e&i:

Total estimate: \$22,209.50

Date:

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Common Excavation	25	CY	\$35.00	\$875.00
2	Removal of Concrete	12	SY	\$10.00	\$120.00
3	Removal of Curb	14	LF	\$8.00	\$112.00
4	Removal of 12" CMP	50	LF	\$20.00	\$1,000.00
5	Median with Concrete Patch	7	SY	\$75.00	\$525.00
6	Concrete Sidewalk (4")	160	SY	\$40.00	\$6,400.00
7	Concrete Curb Type II-A	4	LF	\$25.00	\$100.00
8	Type "O" Compacted Aggregate for Base No. 53	150	TON	\$20.00	\$3,000.00
9	Concrete Wingwalks & Curbramps	12	SY	\$75.00	\$900.00
10	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	2	EA	\$250.00	\$500.00
11	Top Soil	40	TON	\$26.00	\$1,040.00
12	Hydroseeding with Polymer for Erosion Control	250	SY	\$3.00	\$750.00
13	Transverse Markings, Epoxy Paint, White Cross Walk Line, 6"	125	LF	\$1.50	\$187.50
14	Type "A" Construction Signs	5	EA	\$200.00	\$1,000.00
15	Mobilization and Demobilization	1	LS	\$1,200.00	\$1,200.00
16	Maintenance of Traffic	1	LS	\$1,500.00	\$1,500.00
17	Work Allowance	1	LS	\$3,000.00	\$3,000.00

BID**CONTRACTOR:**

proj: COOK ROAD SIDEWALK IMPROVEMENT

RES. NO.: 0006S

W.O. NO.: 0006S

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: October 23, 2015**Bid****Date:**

2-Sep-15

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Common Excavation	25	CY		
2	Removal of Concrete	12	SY		
3	Removal of Curb	14	LF		
4	Removal of 12" CMP	50	LF		
5	Median with Concrete Patch	7	SY		
6	Concrete Sidewalk (4")	160	SY		
7	Concrete Curb Type II-A	4	LF		
8	Type "O" Compacted Aggregate for Base No. 53	150	TON		
9	Concrete Wingwalks & Curbramps	12	SY		
10	ADA Solutions, Armor-Tile or Approved Equal Replaceable 2' x 5' Composit Wetset Tactile Warning Surface Units	2	EA		
11	Top Soil	40	TON		
12	Hydroseeding with Polymer for Erosion Control	250	SY		
13	Transverse Markings, Epoxy Paint, White Cross Walk Line, 6"	125	LF		
14	Type "A" Construction Signs	5	EA		
15	Mobilization and Demobilization	1	LS		
16	Maintenance of Traffic	1	LS		
17	Work Allowance	1	LS	\$3,000.00	\$3,000.00

FOR THE CONSTRUCTION OF THE PROJECT

The Contractor shall be responsible for the design and construction of the project. The design shall be in accordance with the specifications and standards of the project. The construction shall be in accordance with the design and specifications of the project. The Contractor shall be responsible for the safety of the project and the safety of the public. The Contractor shall be responsible for the quality of the project and the quality of the materials used. The Contractor shall be responsible for the cost of the project and the cost of the materials used. The Contractor shall be responsible for the schedule of the project and the schedule of the materials used. The Contractor shall be responsible for the completion of the project and the completion of the materials used.

DATE

NO.

1. General

2. Materials

3. Methods

4. Inspection

5. Completion

6. Safety

7. Quality

8. Cost

9. Schedule

10. Completion

11. Safety

12. Quality

13. Cost

14. Schedule

15. Completion

16. Safety

17. Quality

18. Cost

IMPROVEMENT RESOLUTION NO. 12441

**NORTH CLINTON REHABILITATION PROJECT:
COLISEUM BLVD TO WASHINGTON CENTER ROAD
WORK ORDER NO. 12441**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

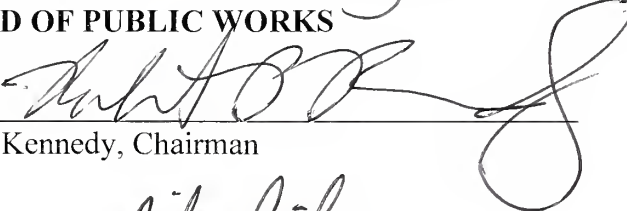
That it is deemed necessary to improve: Reconstruction of N. Clinton from Coliseum Blvd. to Washington Center Rd. Project will include pavement repair and resurfacing, curbing, and shoulders along with new ADA ramps and crossings, improved lighting at intersections, green infrastructure and landscaping. The project is expected to be under construction in October 2015 and all road work done by summer of 2016 with a fall 2016 completion for any outstanding landscaping.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

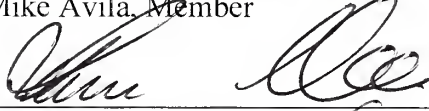
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12 day of August, 2015.

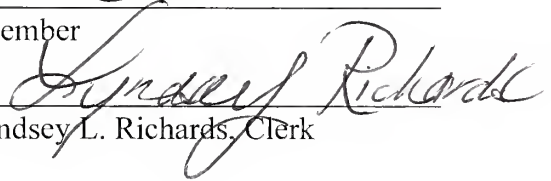
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

INTERNAL SECURITY - RACIAL MATTERS

MEMORANDUM FOR THE DIRECTOR, FBI
SUBJECT: [Illegible]

TO: DIRECTOR, FBI
FROM: SAC, [Illegible]

Re [Illegible] letter to Bureau dated [Illegible] and [Illegible] letter to [Illegible] dated [Illegible].

Enclosed for the Bureau are [Illegible] copies of [Illegible] and [Illegible] copies of [Illegible].

Very truly yours,
[Illegible Signature]

[Illegible Stamp/Text]

**Anthony and Oxford Sewer Separation
RESOLUTION NO. 76128**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

To install a 7400 square foot infiltration trench on the south side of Engle Road. Approximately 1,020 L.F. of 12" pipe, 135 L.F. of 15" pipe, 230 L.F. of 18" pipe and 20 structures of various sizes will also be installed as part of this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Anthony and Oxford Sewer Separation.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$74,498.00.

APPROVED THIS 12 **DAY OF** August, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

**Upper Ely Gate Improvements
RESOLUTION NO. 76002**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replacement of gate stems, stop collars, and stem cover at the Upper Ely Gate Structures #1 and #2

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Upper Ely Gate Improvements.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is 36,800.00.

APPROVED THIS 12 DAY OF August, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Ayala, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

Engle Road Sewer Separation
RESOLUTION NO. 76005

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

To install a 7400 square foot infiltration trench on the south side of Engle Road. Approximately 1,020 L.F. of 12" pipe, 135 L.F. of 15" pipe, 230 L.F. of 18" pipe and 20 structures of various sizes will also be installed as part of this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Engle Road Sewer Separation.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is \$417,217.00.

APPROVED THIS 12 DAY OF August, 2015.

BOARD OF PUBLIC WORKS

BY:

Robert P. Kennedy
Robert P. Kennedy, Chairman

BY:

Mike Ayila
Mike Ayila, Member

BY:

Kumar Menon
Kumar Menon, Member

ATTEST:

Lyndsey Richards
Lyndsey Richards, Clerk

RESOLUTION NO. 102-8-19-15-1

DEMOLITION PROJECT 1621 MONROE STREET

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

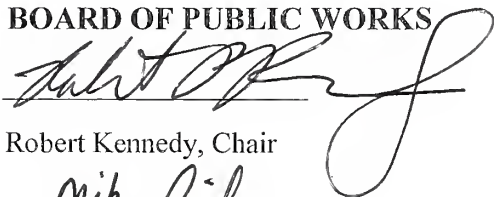
That it is deemed necessary to demolish buildings, asphalt parking lot, concrete parking lot and wood fencing located at 1621 Monroe Street.

All in accordance with the details, maps, and specifications on file in the office of the Department of Public Works of said City; and such work is now ordered.

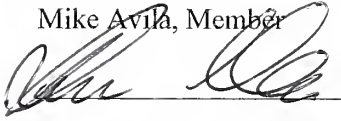
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement.

Approved this 19 day of August, 2015.

BOARD OF PUBLIC WORKS


Robert Kennedy, Chair


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey Richards, Clerk

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA
CONFIRMING RESOLUTION 102-7-22-15-2
OF THE BOARD OF PUBLIC WORKS
ACQUIRING CERTAIN REAL PROPERTY
FOR USE BY THE CITY OF FORT WAYNE, INDIANA,
FOR THE CONSTRUCTION OF THE
TAYLOR-HALE SEWER SEPARATION, PHASE TWO, PROJECT

RESOLUTION NUMBER 102-8-19-15-2**

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City") adopted Resolution Number 102-7-22-15-2 on July 22, 2015; and

WHEREAS, Resolution Number 102-7-22-15-2 initiated eminent domain proceedings under Indiana Code (I.C.) 32-24-2 to acquire the fee simple interest to certain real property for the installation of a storm drainage system on, across, and under portions of the one (1) property listed in the attached Exhibit "A" as part of the Taylor-Hale Sewer Separation Phase Two Project ("Project"); and

WHEREAS, in accordance with I.C. 32-24-2-6, the Board published notice of said proceedings, as well as the date and time of the remonstrance hearing, in local newspapers of general circulation for two (2) consecutive weeks following July 22, 2015; and

WHEREAS, the Board held the remonstrance hearing on August 12, 2015 at 10:00 o'clock A.M., being no sooner than ten (10) days following the last published notice of said hearing in accordance with I.C. 32-24-2-6, at which time the Board was willing to receive and hear remonstrance from persons interested in or affected by the Project and appropriation; and

WHEREAS, there was no written or verbal remonstrance against the Project or the acquisition of the fee simple interest of the subject property presented by any persons interested in or affected by the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board finds public benefit and utility in the installation of the storm drainage system on, across, and under portions of the one (1) property listed in the attached Exhibit "A" as part of the Project.
2. That the Board finds that the acquisition of the fee simple interest in the one (1) property listed in the attached Exhibit "A" is necessary to protect the public health, safety, and welfare.

3. That the Board hereby AFFIRMS the acquisition of the fee simple interest in the real property initiated by Resolution Number 102-7-22-15-2.

4. That the Board finds the appraised value for the fee simple interest in the entire parcel, listed in the attached Exhibit "A," to be an accurate and fair market value for said interest.

5. That the Board hereby awards the damage amount(s) listed in the attached Exhibit "A" to the property owner(s).

6. That the Board authorizes the Clerk of the Board to publish notice of the damage awards in the local newspapers of general circulation for three (3) consecutive weeks. Said notice will also include the date for a hearing at which the property owner(s) may remonstrate against said awards.

7. That the Board sets Wednesday, September 16, 2015, at 10:00 o'clock A.M. as the date and time at which the Board will receive or hear remonstrance from the property owner(s) listed in the attached Exhibit "A" regarding the amount of damages awarded by the Board. The said date and time are at least ten (10) days after the last publication required under I.C. 32-24-2-8.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

(SIGNATURES BEGIN ON NEXT PAGE)

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

APPROVED this 19th day of August, 2015.

BOARD OF PUBLIC WORKS

By: _____

Robert P. Kennedy, Chair

By: _____

Kumar Menon, Member

By: _____

Mike Avila, Member

Attest: _____

Lindsey L. Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)

) SS

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lindsey L. Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of August, 2015.

My Commission Expires:

12/02/2020

Lindsay K Haggerty
Notary Public

Resident of Allen County

Lindsay K. Haggerty
Printed Name of Notary

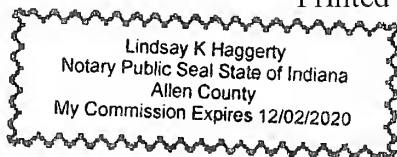


EXHIBIT 1

Page 1 of 2

PROPERTY OWNER NAMES AND MAILING ADDRESSES:

Landowners: Steven W. & Martha L. Chase

Mailing Address: Steven W. & Martha L. Chase
21411 Campbell Road
Spencerville, IN 46788-9653

Alternate Address: Steven W. Chase
PO Box 153
Bellefontaine, OH 43311

AFFECTED PROPERTY ADDRESS: 1745 Taylor Street, Fort Wayne, Indiana 46802

PARCEL TAX I.D. NUMBER: 02-12-10-329-001.000-074

LEGAL DESCRIPTION OF REAL PROPERTY TO BE ACQUIRED:

Lot Number 1 and Lot Number 2 in Electric Addition to the City of Fort Wayne as recorded in Plat Record 5, page 84, (per latest deed recorded as Document Number 970039898 in the Office of the Recorder of Allen County, Indiana)

INTEREST TO BE ACQUIRED: Fee simple for all of both lots.

DAMAGES TO BE AWARDED: \$12,000.00 (Twelve thousand dollars & Zero cents)

EXHIBIT
No. 1

PROPERTY ORDER NO. 12-1-10

Land owned by
Mining & Development Co.

Abstract No. 12-1-10
Section 12, Township 12N, Range 12E, T12N, R12E, S44

APPL. FOR

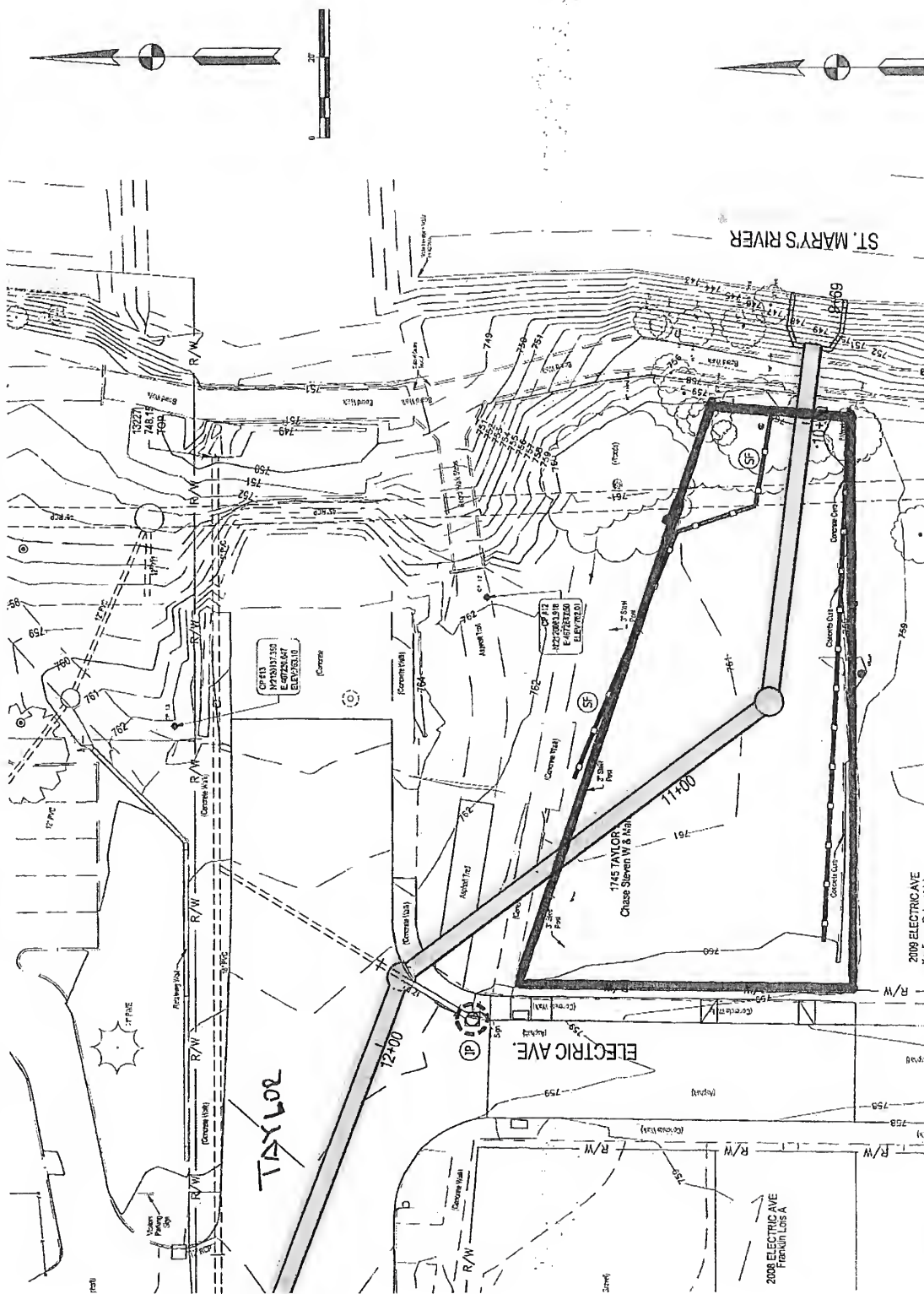
PARTIAL EASEMENT

LEGAL EASEMENT

1. The purpose of this order is to
grant a partial easement to the
applicant for the purpose of
mining and development.

INTEREST IN

PROPERTY



PROPOSED STORM SEWER & OUTFALL

BOUNDARY OF LOTS 1 & 2 IN ELECTRIC
ADDITION TO CITY OF FORT WAYNE
PLAT BOOK 5, PAGE 64

2008 TAYLOR ST
General Electric Company

SEE ABOVE LEFT

**SCREENS FACILITY WASH WATER IMPROVEMENTS
RESOLUTION NO.
76153**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The installation of new city water service to the Screens Facility, and connection to the existing process water piping.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Water Pollution Control Plant Screens Facility Wash Water Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility (Revenue).

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$51,000.

APPROVED THIS 19 DAY OF August, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

**WESTLAWN PAVEMENT REPAIRS
RESOLUTION NO. 76088**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Shallow excavation of sanitary sewer trenches; placement and compaction of #53 stone and 4" asphalt binder

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Westlawn Pavement Repairs.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$301,000.

APPROVED THIS 26 DAY OF August, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

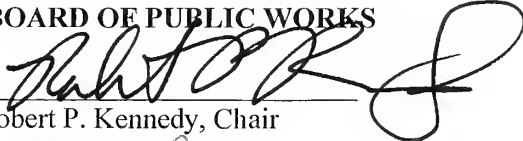
Lyndsey Richards, Clerk

BOARD OF PUBLIC WORKS CONVEYANCE OF REAL ESTATE TO COX REALTY CORPORATION

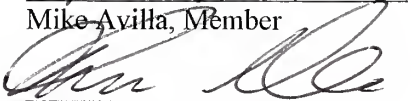
- WHEREAS, The City of Fort Wayne Board of Public Works is the titleholder to Lots 37 to 42, inclusive, in Ewing Grove Addition and the vacated alley adjacent thereto, in Fort Wayne, Allen County, Indiana, and
- WHEREAS, The Fort Wayne Redevelopment Commission and Cox Realty Corporation signed an agreement to convey title of said real estate to the City of Fort Wayne Board of Public Works thereby allowing a City to construct roadway, curb, sidewalk and and landscape improvements as part of a street project located at the intersection of Fairfield Avenue and Baker Street and the intersection of Baker Street and Ewing Street, and
- WHEREAS, The terms of the original agreement between the City of Fort Wayne Redevelopment Commission and Cox Realty Corporation and the City of Fort Wayne Board of Public Works stated that ownership of the remnant of the original parcels would be conveyed back to Cox Realty Corporation when the project was completed, and
- WHEREAS, Said project has been completed,
- NOW, THEREFORE, The Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to convey said real estate to Cox Realty Corporation.

Signed this 2nd day of September, 2015..

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS


Robert P. Kennedy, Chair


Mike Avilla, Member


Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

Mail Tax Bills To:

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Fort Wayne, a Municipal Corporation of Allen County in the State of Indiana, (GRANTOR),

QUITCLAIMS to Cox Realty Corporation, ("GRANTEE"),

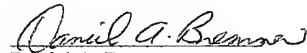
For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

Lots 37 to 42, inclusive in Ewing Grove Addition and vacated alley adjacent thereto, in the City of Fort Wayne

Subject to all real estate taxes, assessments, liens, easements, rights-of-way, restrictions and limitations of record, and visible easements not of record.

Dated this 31st day of August, 2015.

City of Fort Wayne



Daniel A. Brenner
Property Manager

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

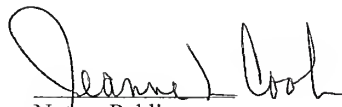
Before me a Notary Public in and for said County and State, this 31st day of August, 2015 personally appeared Daniel A. Brenner, Property Manager for the City of Fort Wayne, and acknowledged the execution of the foregoing deed. I have, in witness thereof, subscribed my name and affixed my official seal.

My Commission Expires:

10-18-16

Resident of:

Allen



Notary Public
Jeannette L Cook

This instrument prepared by Lindsey Jackson, Attorney at Law 30256-02.

I affirm, under penalties of perjury, that I have taken reasonable care to redact the Social Security numbers in this document, unless required by law.
Daniel A. Brenner



COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127 • 311
www.fwcommunitydevelopment.org

TO: Dan Brenner, Property Mgr

CC: Justin Brugger, Stuart Cox

FM: James C. Lindsay 

RE: Baker St. / Fairfield Ave. Remnant Parcel

DT: August 11, 2015

In March 1998, the Redevelopment Commission entered into agreement with Mr. Stuart Cox, owner of a tract of real estate located at the intersection of Baker Street and Fairfield Ave., for the conveyance of a portion of real estate to the City of Fort Wayne to use in its traffic realignment planning that was underway at that time.

Mr. Cox has met the conditions imposed by the agreement, copy attached, and is asking that the remnant be conveyed back to him. The City engineer's office has reviewed the agreement and conducted a field check of the improvements that are currently near completion in this area. The City Engineer has determined that none of the property currently titled to the City of Fort Wayne is needed for the ongoing project.

I recommend that the remnant parcels, 37 – 42 Ewing Grove Addition, be conveyed to Mr. Cox as he has fulfilled the provisions of the contract with the Redevelopment Commission.

I enclose a copy of the contract along with background information. Please contact me with questions or if you need additional information.

Encl



COMMUNITY DEVELOPMENT
THOMAS B. BROWN

TO: Dan Brown, Boston, MA

CC: John Brown, Boston, MA

RE: James Brown, Boston, MA

RE: Robert Brown, Boston, MA

RE: August Brown, Boston, MA

Re: March 1978, Boston, MA

Re: March 1978, Boston, MA

Re: March 1978, Boston, MA

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AGREEMENT

This Agreement is entered into this 17th day of March, 1998, by and between the Fort Wayne Redevelopment Commission (hereinafter referred to as Commission) and Cox Realty Corporation, by Stuart A. Cox, its President (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Commission is the governing body of the Department of Redevelopment, the agency of the City of Fort Wayne charged with redeveloping blighted areas and addressing the lack of development and cessation of growth; and

WHEREAS, Commission is the sponsoring agency of the Downtown Comprehensive Plan and Development Strategy and the (Southwest) Downtown Redevelopment Study, both of which documents are downtown plans that recommend the realignment of traffic on the northbound Fairfield Avenue-Baker Street-Ewing Street route; and

WHEREAS, Owner is the owner of real estate located at the southeast corner of the intersection of Baker Street and Fairfield Avenue, more particularly described as Lot 37 through Lot 52, inclusive, of Ewing's Grove Addition to the city of Fort Wayne, Indiana, and the vacated alley adjacent thereto; and

WHEREAS, two adjoining two-story structures are located on Lot 37 through Lot 42, inclusive (hereinafter referred to as Real Estate); and

WHEREAS, the structures are presently occupied by Mission Industries, Inc., and Component Engineering & Sales Company, Inc., businesses owned by Mr. Cox; and

WHEREAS, Owner proposes to donate Real Estate to the City of Fort Wayne, erect and occupy a new building to the east of the existing structures; and

WHEREAS, Commission proposes to raze the existing structures and, when financing is available, construct roadway, curb, sidewalk and landscape

AMERICAN

1941

This Agreement was entered into
between the United States of America
and the Government of the Republic of China
on the 11th day of August, 1941.

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

WHEREAS the United States of America
and the Republic of China are both
members of the United Nations;
and

improvements at the intersection of Fairfield Avenue and Baker Street and the intersection of Baker Street and Ewing Street; and

WHEREAS, that portion of Real Estate used for new roadway will be come dedicated City right-of-way; and

WHEREAS, the construction of the above-named improvements will create a remainder parcel of land (hereinafter referred to as Remainder Parcel) consisting of portions of Real Estate, which are deemed excess land after the construction of the improvements, the precise description of which will be determined upon design of said improvements; and

WHEREAS, Commission proposes to sell Remainder Parcel to Owner for One Dollar (\$1.00) and other good and valuable consideration; and

WHEREAS, as further consideration for said conveyance, Owner agrees to: 1) construct a parking lot of design and material to be approved by Commission; 2) maintain in good condition and repair any improvements made upon Remainder Parcel excluding, however, maintenance on any underground heating oil tank; and 3) pay all taxes and assessments due and payable upon Remainder Parcel.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter contained, which consideration the parties agree is sufficient, the parties hereto agree as follows:

1. Owner agrees to erect a building of approximately 12,000 square feet, having a cost of \$340,000 on Lots 43 through 52 of Ewing's Grove Addition to the town, now City of Fort Wayne according to the recorded plat thereof.
2. Owner agrees to vacate the structures and real estate located at Lots 37 through 42 of Ewing's Grove Addition to the town, now City of Fort Wayne, Allen County, Indiana, according to the plat thereof on or about December 31, 1998.
3. Parties acknowledge their awareness of the existence of a 10,000 gallon dormant heating oil tank on site and Commission acknowledges receiving a phase one executive summary of an environmental assessment of said tank. Such executive summary is attached hereto as Exhibit "A" to this agreement. Said tank

improvements at the intersection of Jackson
intersection of Baker Street and 1st Avenue

WHIRLWIND, that corner at 1st Avenue
dedicated to the right of way

WHIRLWIND, the corner at
remains part of the
of portion of the
the improvement to the
design of the

WHIRLWIND, the corner at
Duke is a lot of

WHIRLWIND, the corner at
the corner at
the corner at
the corner at
the corner at

WHIRLWIND, the corner at
the corner at
the corner at

WHIRLWIND, the corner at
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WHIRLWIND, the corner at
the corner at
the corner at
the corner at

WHIRLWIND, the corner at
the corner at
the corner at
the corner at
the corner at

shall be removed by the Commission at Commission's expense including remediation costs as well as physical removal costs not to exceed \$10,000.00. Owner shall indemnify Commission for any remediation in excess of \$10,000.00. Commission agrees to use its best efforts to use the lowest cost remediation process consistent with its intended use of Real Estate.

4. Owner, upon the completion of its new building, the receipt of an occupancy permit for the new building and the vacation of the structure now located on Lots 37 through 42 of said Ewing's Grove Addition to the City of Fort Wayne, agrees to convey Lots 37 through 42 of Ewing's Grove Addition to the town, now City of Fort Wayne according to the recorded plat thereof to the Fort Wayne Redevelopment Commission and warrants that the value of said real estate conveyed is not less than equal to the value indicated on the appraisal attached hereto and incorporated herein by reference.

5. In consideration for the conveyance, Commission agrees to do the following:

- a. Demolish the structure vacated by owner as soon as possible after receiving the conveyance of title.
- b. Construct temporary improvements, including seeding and minor landscaping on real estate as soon as possible after demolition.
- c. Provide sufficient land from the conveyed parcel to the City of Fort Wayne to assist in the realignment of traffic through the City of Fort Wayne traveling northbound Fairfield to Baker Street to Ewing Street for construction by the City or its contractors of such roadway curb, sidewalk and landscape improvements as soon as funding is available. Commission will further use its best efforts to persuade the City of Fort Wayne to construct sidewalk improvements in front of Lots 43 through 52 as soon as Owner's new building is completed.
- d. Convey to the Owner that portion of the donated parcel lying East of and not used for the construction of street, sidewalk and curb improvements for \$1.00 and other valuable consideration, which includes construction of a parking lot on the excess parcel, the design of which and the material used shall be approved by the Commission.

shall be removed by the Commission at
remediation costs as well as the cost of
Owens shall indemnify the Commission for
Commissioner's fees to the extent of the
process consistent with the Commission's

4. Owens shall be responsible for the
determination of the location of the
located on the property of the
Wayne County, Michigan
from the property of the
Wayne County, Michigan
Owens shall be responsible for the
indemnification of the Commission for

5. The Commission shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

Owens shall be responsible for the
determination of the location of the

The reconveyance real estate description shall be further delineated in the final conveyance between the parties after the street, sidewalk and curb improvements have been defined and constructed.

- e. Owner agrees to maintain all parking and landscaping improvements made upon the remainder parcel in good condition and repair.
- f. Owner agrees to pay all taxes and assessments on Remainder Parcel during the conveyance thereof to the Owner.

This Agreement is made and is to be interpreted under the laws of the State of Indiana and shall be binding upon and in or to the benefit of the parties hereto, their successors and assigns, and the obligations of the parties hereunder shall survive any conveyance of real estate between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above stated.

FORT WAYNE REDEVELOPMENT COMMISSION

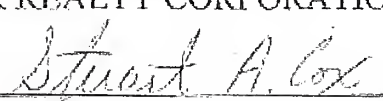
BY: 

R. Steven Hill, President

ATTEST:


George F. Simler, III, Secretary

COX REALTY CORPORATION

BY: 

Stuart A. Cox, President

James Lindsay

From: Patrick W. Zaharako
Sent: Friday, August 07, 2015 3:05 PM
To: James Lindsay
Cc: Shan Gunawardena
Subject: Baker & Fairfield

Jim,

Did a field review. All infrastructure is in the ROW. We are OK with turning back over to the previous property owner.

Patrick W. Zaharako, P.E., BCEE

Assistant City Engineer – Fort Wayne

200 East Derry Street, Suite 210, Fort Wayne, Indiana 46802

(260) 427-2789

Room
Date
For
City
Subject

Patrick W. Lindsay
Friday, August 1, 1975
James Lindsay
Room 3, Board
Baltimore, Md.

Jim

Did a field review. All info on
the previous property was

Patrick W. Lindsay, P.E., R.E.
Assistant City Engineer - 1st Floor
100 East Pratt Street, Baltimore, Md.
(504) 437-3788

06/01/2015 12/31/2016Google Chrome is not supported for the IMap GIS viewers

General Information
Parcel Number
02-12-11-137-001.000-074
Local Parcel Number
92-2632-0038

Tax ID:

Routing Number
6-(NV)-11-81-053
Property Class 640
Exempt, Municipality

Year: 2015

Location Information
County
Allen

Township
WAYNE TOWNSHIP

District 074 (Local 091)
074 FT WAYNE WAYNE (91-95)

School Corp 0235
FORT WAYNE COMMUNITY

Neighborhood 0-074

Section/Plat
0011

Location Address (1)
400 W BAKER ST (BLK OF)
FORT WAYNE, IN 46802

Zoning

Subdivision

Lot

Market Model
N/A

Characteristics
Topography

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage
Improving
Printed Wednesday, June 24, 2015

FORT WAYNE CITY OF

Ownership
Fort Wayne City Of
PROPERTY MANAGEMENT
200 E BERRY ST STE 470
Fort Wayne, IN 46802

Legal

EWING GROVE ADD
LOTS 37 TO 42 INCL
& VAC ALLEY ADJ



Exempt

Valuation Records (Work in Progress values are not certified values and are subject to change)

Assessment Year	2015	2015	2015	2014	2013	2012	2011
Reason For Change	WIP	AA	AA	AA	AA	GenReval	AA
As Of Date	02/05/2015	05/20/2015	05/16/2014	05/08/2013	05/23/2012		08/05/2011
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000		1.0000
Notice Required	☒	☒	☒	☒	☒		☒
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 150', Cl 450')

Land Pricing Soil Type	Method ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
11	OV	0	0x0	1.00	\$	\$	\$00	0%	0%	1.0000	\$00

Land Computations

Calculated Acreage	0.00
Actual Frontage	0
Developer Discount	☐ 0.00
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$0

Appraiser

Collector

Data Source N/A

72 MAY 1995



Board Agenda Transmittal

To: Board of Public Works

From: DANIEL A. BRENNER, PROPERTY MANAGEMENT, EXTENSION #5402

Date: 8/28/15

Re: Resolution # 102-9-2-15-1, Board of Public Works Conveyance of Real *Estate* located at the southeast corner of Fairfield Avenue and West Baker Street to Cox Realty Corporation

Enclosed are (2) original copies of the following to be placed on the **Board** agenda for **9/2/15**.

☒ Resolution ☐ Award ☐ Acceptance ☐ Contracts ☐ Change Order
☐ Agreement Type ☐ Escrow Release ☐ Claims/Write offs
☐ Special Street Permit ☐ Other (Description)

*Prior Council Approval Required ☐ Yes ☒ No

*Council Approval Required ☐ Yes ☒ No Date for Council

Project/Agreement Amount \$ N/A

Additional Comments: Property Management Department requests approval of the conveyance of lots 37 to 42 in Ewing Grove Addition and the vacated alley adjacent alley thereto located at the southeast corner of Fairfield Avenue and West Baker Street to Cox Realty Corporation.

Upon approval please return **1 original** to **Dan Brenner**.

Mail Tax Bills To:

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Fort Wayne, a Municipal Corporation of Allen County in the State of Indiana, (GRANTOR),

QUITCLAIMS to Cox Realty Corporation, ("GRANTEE"),

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

Lots 37 to 42, inclusive in Ewing Grove Addition and vacated alley adjacent thereto, in the City of Fort Wayne

Subject to all real estate taxes, assessments, liens, easements, rights-of-way, restrictions and limitations of record, and visible easements not of record.

Dated this 31st day of August, 2015.

City of Fort Wayne


Daniel A Brenner

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Fort Wayne, a Municipal Corporation of Allen County in the State of Indiana, (GRANTOR),

QUITCLAIMS to Cox Realty Corporation, ("GRANTEE"),

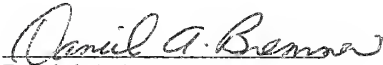
For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

Lots 37 to 42, inclusive in Ewing Grove Addition and vacated alley adjacent thereto, in the City of Fort Wayne

Subject to all real estate taxes, assessments, liens, easements, rights-of-way, restrictions and limitations of record, and visible easements not of record.

Dated this 31st day of August, 2015.

City of Fort Wayne


Daniel A. Brenner
Property Manager

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

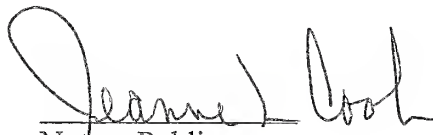
Before me a Notary Public in and for said County and State, this 31st day of August, 2015 personally appeared Daniel A. Brenner, Property Manager for the City of Fort Wayne, and acknowledged the execution of the foregoing deed. I have, in witness thereof, subscribed my name and affixed my official seal.

My Commission Expires:

10-18-16

Resident of:

Allen


Notary Public
Jeannette L. Cook

This instrument prepared by Lindsey Jackson, Attorney at Law 30256-02.

I affirm, under penalties of perjury, that I have taken reasonable care to redact the Social Security numbers in this document, unless required by law.

Daniel A. Brenner

**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF 722 WAGNER STREET,
FORT WAYNE, INDIANA, 46805**

RESOLUTION NUMBER 102-9-9-15-1

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing houses on the south side of Wagner Street, immediately adjacent to the north side of the Three Rivers Water Filtration Plant (the "Plant"), for the purposes of tearing down the houses to create a security buffer zone on the north side of the Plant; and

WHEREAS, constructing such a security buffer zone is in the best interests of the public health, safety, and welfare; and

WHEREAS, the City wishes to purchase from Sandra Bonner-Robinson the property commonly known as 722 Wagner Street, Fort Wayne, Indiana, 46805, also known as Lot 22 in Baltes and Romy Amended Addition to the City of Fort Wayne, Allen County, Indiana, as recorded in Plat Record 1, page 26 and rerecorded in Plat Record 2, page 44 in the Office of the Recorder of Allen County, Indiana (the "Real Estate"); and

WHEREAS, Sandra Bonner-Robinson wishes to voluntarily sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Forty Eight Thousand Two Hundred Fifty and No/100 Dollars (\$48,250.00), which is the average of two appraisals as mandated by Indiana statute.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE,
INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:**

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Forty Eight Thousand Two Hundred Fifty and No/100 Dollars (\$48,250.00) is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED THIS 9 DAY OF September, 2015.

BOARD OF PUBLIC WORKS

BY:

Robert P. Kennedy
Robert P. Kennedy, Chairman

BY:

Kumar Menon
Kumar Menon, Member

BY:

Mike Ayila
Mike Ayila, Member

ATTEST:

Lyndsey Richards
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Ayila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of September, 2015.

My Commission Expires:

12/02/2020

Lindsay K Haggerty
Notary Public

Resident of Allen County

Lindsay K Haggerty
Printed Name of Notary





Wagner Street Properties - Voluntary Buy-outs



Although the County has been notified of the need for this map, the County does not warrant or guarantee the accuracy of the information shown on this map. The County is not responsible for any errors or omissions in this map. © 2014 Board of Commissioners of the County of Alamogordo, New Mexico. All rights reserved.



Acquired Previously



Proposed Buy-out: 722 Wagner Street

Date: 9/3/2015



Two and a half years - average years in office

**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA,
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF
701 EAST WAYNE STREET,
FORT WAYNE, INDIANA, 46802**

RESOLUTION NUMBER 102-9-9-15-2

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing properties critical to its Capital Improvement Program; and

WHEREAS, the City has need for the property located at 701 East Wayne Street for the future reconstruction of the Hanna Street Combined Sewer Overflow Regulator in a location out of the intersection so as to be more safely accessible by maintenance personnel; and

WHEREAS, the City wishes to purchase from Gwen N. Parks, LaVerne M. Brown, Teresa Ransom & Steve Ransom the property commonly known as 701 East Wayne Street, Fort Wayne, Indiana, 46802, also known as Part of Lot 371 in Hanna's Addition to the City of Fort Wayne (the "Real Estate") as more particularly described in an "Affidavit For Transfer of Real Estate Without Administration Pursuant to Indiana Code Section 29-1-8-3" recorded in the Office of the Recorder of Allen County, Indiana; and

WHEREAS, Gwen N. Parks, LaVerne M. Brown, Teresa Ransom & Steve Ransom have voluntarily elected to sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Forty Four Thousand Five Hundred and No/100 Dollars (\$44,500.00), which is the average of two appraisals as mandated by Indiana statute.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Forty-Four Thousand Five Hundred and No/100 Dollars (\$44,500.00) is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED THIS 9 DAY OF September, 2015.

BOARD OF PUBLIC WORKS

BY:

Robert P. Kennedy
Robert P. Kennedy, Chairman

BY:

Kumar Menon
Kumar Menon, Member

BY:

Mike Avila
Mike Avila, Member

ATTEST:

Lyndsey Richards
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of September, 2015.

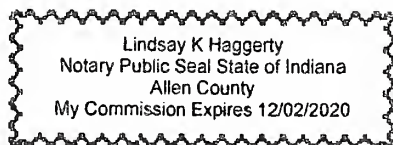
My Commission Expires:

12/02/2020

Lindsay K Haggerty
Notary Public

Resident of Allen County

Lindsay K. Haggerty
Printed Name of Notary





Voluntary Buy-out: 701 E. Wayne Street



701 E. Wayne Street

Although this map is not intended to be used for legal purposes, it is based on the best available information and is not a guarantee of accuracy. The City of Alamo is not responsible for any errors or omissions in this map. The City of Alamo is not responsible for any damages or losses resulting from the use of this map. The City of Alamo is not responsible for any damages or losses resulting from the use of this map.

Date: 9/3/2015



**High Service Pump Server Improvements
66493**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improves the Supervisory Control and Data Acquisition (SCADA) for high service pumping by integrating the process visualization into the primary plant redundant SCADA server pair. The improvement includes graphics, database tags, and historical data path migration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, High Service Pump Server Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

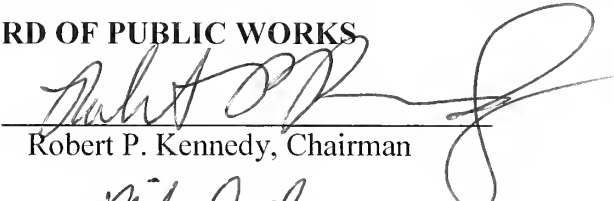
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

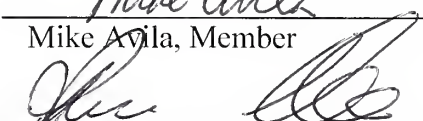
Declares the engineer's estimate of the project's total cost is \$80,000.

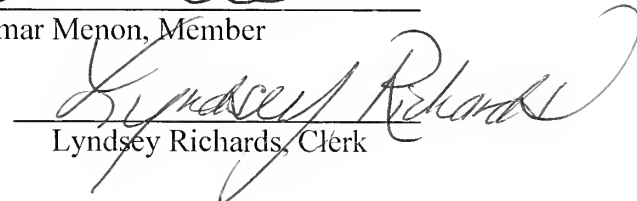
APPROVED THIS 9 DAY OF September, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

**Bradwood Terrace Water Main Replacement
RESOLUTION NO. 66454**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 1,340 Lf of 6-inch water main, associated hydrants, valves, and all other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Bradwood Terrace Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

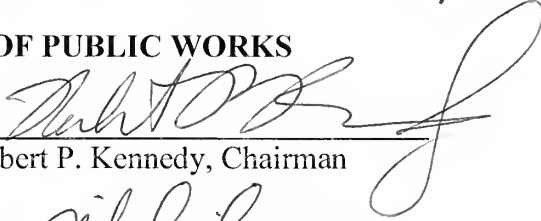
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

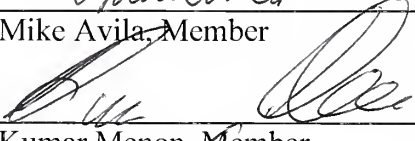
Declares the engineer's estimate of the project's total cost is \$163,000.00.

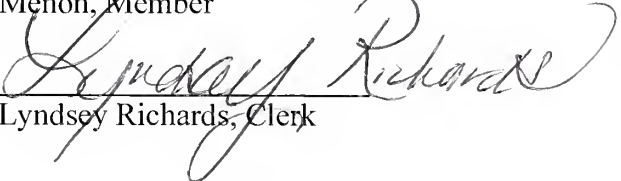
APPROVED THIS 9 DAY OF September, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

RESOLUTION BY THE BOARD OF DIRECTORS
APPROVED 12/15/01

RESOLUTION BY THE BOARD OF DIRECTORS

Resolved, that the Board of Directors
do hereby authorize the President and
the Officers of the Corporation to execute
and deliver such instruments as may be
necessary or proper to carry out the
intent and purpose of this resolution.

IN WITNESS WHEREOF, the Board of Directors
has caused this Resolution to be signed by
its President and the Secretary, and the
same to be attested by its Secretary, on
this 15th day of December, 2001.

Attest:
Secretary

Attest:
President

Attest:
Secretary

Attest:
President

Attest:
Secretary

Attest:
President

Attest:
Secretary

BY:

BY:

BY:

ATTEST:

BY:

**D.E.D. Switchgear Replacement
RESOLUTION NO. 75759**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improves the reliability of the process equipment at the Water Pollution Control Plant by replacing the existing D.E.D. switchgear as well as by removing existing non-used or out of date electrical equipment in the Aeration Building.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant D.E.D. Panel Replacement**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area.

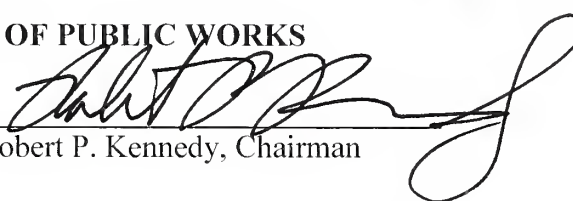
Declares that this project is of public utility benefit.

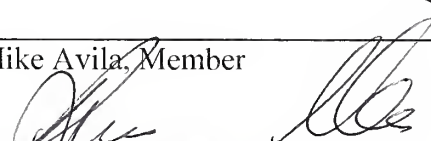
States there are no cost associated with the purchase of any land associate with this project.

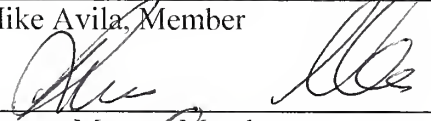
Declares the engineer's estimate of the project's total cost is approximately \$400,118.00

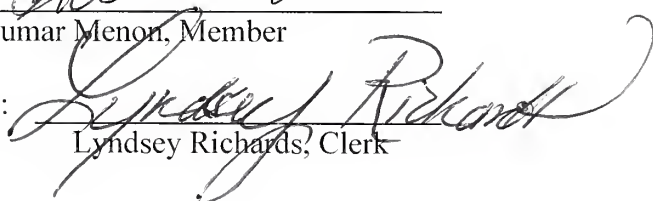
APPROVED THIS 11th DAY OF September, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

REPORT OF THE AGENT

DATE OF REPORT: 10-10-64
REPORT OF THE AGENT
TO THE DIRECTOR

TO THE DIRECTOR
FROM THE AGENT

RE: [illegible]

OF THE [illegible]

DATE: 10-10-64

BY: [illegible]

FOR: [illegible]

APPROVED: [illegible]

SPECIAL AGENT IN CHARGE

[Handwritten signature]

[Handwritten initials]

A RESOLUTION approving the sale of
real estate owned by the City of
Fort Wayne.

Resolution # 102-9-23-15-3

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

4514 Lafayette Street
Lot 141 LAFAYETTE PLACE ADD

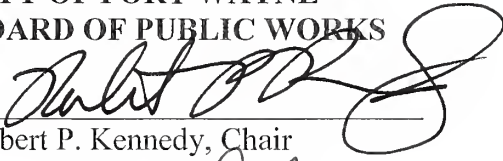
1430 Eliza Street
N 90' LOT 55 MCCULLOCHS 2nd ADD

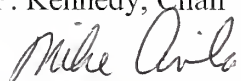
WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

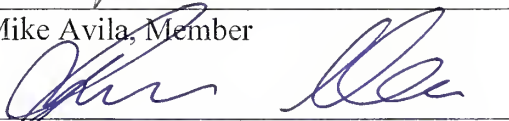
NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 23 day of September 2015.

**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**


Robert P. Kennedy, Chair


Mike Avila, Member


Kumar Menon, Member

General Information		Ownership		Transfer of Ownership			Notes
Parcel Number	02-12-23-238-014,000-074	Fort Wayne City of	Date	Owner	Doc ID	Book/Page	10/8/2012 Permit: 13p14 per Permit-DEMO HOUSE/city property class remains 640Influence factor to land /cap 31/gh
Local Parcel Number	93-3232-0141	PROPERTY MANAGEMENT	04/07/2010	Fort Wayne City of	2010014866	XD	
		200 E BERRY ST STE 470	01/01/1900	CLAY ELIZABETH M		WID	
		Fort Wayne, IN 46802				/	\$0

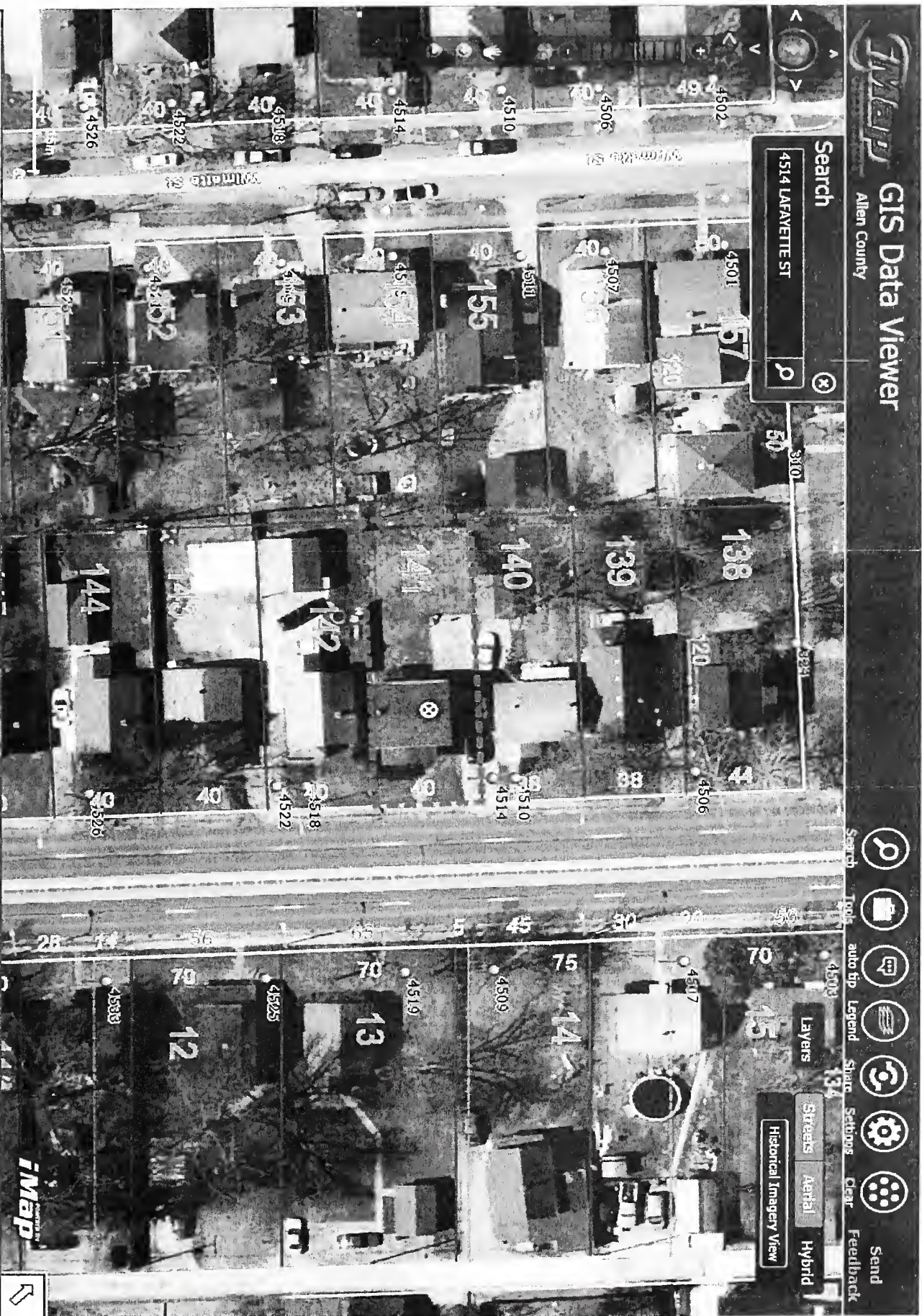
Tax ID: Legal
LOT 141 LAFAYETTE PLACE ADD

Routing Number 6-(SE)-23-102-00
Property Class 640
Exempt, Municipality
Year: 2015

Location Information		Assessment Year		Reason For Change		Valuation Method		Equalization Factor		Notice Required	
County	Allen	2015	2015	2014	2013	2012	2011				
Township	WAYNE TOWNSHIP	WIP	AA	AA	AA	GenReval	AA				
District 074 (Local 091)	074 FT WAYNE WAYNE (91-95)	03/17/2015	05/20/2015	05/16/2014	05/08/2013	05/23/2012	08/05/2011				
School Corp 0235	FORT WAYNE COMMUNITY	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod				
Neighborhood 372001-074	Lafayette Place Addition	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000				

District 074 (Local 091)	\$4,000	Land	\$4,000	\$4,000	\$4,000	\$8,000	\$8,000
074 FT WAYNE WAYNE (91-95)	\$0	Land Res (1)	\$0	\$0	\$0	\$8,000	\$8,000
School Corp 0235	\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
FORT WAYNE COMMUNITY	\$4,000	Land Non Res (3)	\$4,000	\$4,000	\$4,000	\$0	\$0
Neighborhood 372001-074	\$0	Improvement	\$0	\$0	\$0	\$26,800	\$17,100
Lafayette Place Addition	\$0	Imp Res (1)	\$0	\$0	\$0	\$26,800	\$17,100
Section/Plat	\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
0023	\$0	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Location Address (1)	\$4,000	Total	\$4,000	\$4,000	\$4,000	\$34,800	\$25,100
4514 LAFAYETTE ST	\$0	Total Res (1)	\$0	\$0	\$0	\$34,800	\$25,100
00000	\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
00000	\$4,000	Total Non Res (3)	\$4,000	\$4,000	\$4,000	\$0	\$0
Land Computations							
Calculated Acreage 0.11							

ORI WAYNE, IN 46806										Land Data (Standard Depth: Res 120', Cl 120')										Actual Frontage		40
Zoning		Land Pricing Soil		Act		Size		Rate		Adj.		Ext.		Infl. %		Res Market		Value		Developer Discount		☐
		Type Method ID		Front.		40x120		1.00		\$200		\$200		\$8,000		-50%		0% 1.00000		Parcel Acreage		0.00
Subdivision		F F		40																81 Legal Drain NV		0.00
																				82 Public Roads NV		0.00
Lot																				83 UT Towers NV		0.00
																				9 Homesite		0.00
Market Model																				91/92 Acres		0.00
N/A																				Total Acres Farmland		0.00
Characteristics																				Farmland Value		\$0
Topography																				Measured Acreage		0.00
Level																				Avg Farmland Value/Acre		0.0
Public Utilities																				Value of Farmland		\$0
All																				Classified Total		\$0
Streets or Roads																				Farm / Classified Value		\$0
Paved, Sidewalk																				Homesite(s) Value		\$0
Neighborhood Life Cycle Stage																				91/92 Value		\$0
Other																				Supp. Page Land Value		
Printed Thursday, June 25, 2015																				CAP 1 Value		\$0
																				CAP 2 Value		\$0
																				CAP 3 Value		\$4,000
																				Total Value		\$4,000



06/01/2015 12/31/2016 Google Chrome is not supported for the iMap GIS viewers

General Information		Ownership		Transfer of Ownership		Notes	
Parcel Number	02-12-12-232-008.000-074	Fort Wayne City Of	Date	Owner	Doc ID	Code	Book/Page
Local Parcel Number	91-3458-0055	PROPERTY MANAGEMENT	01/01/1900	Fort Wayne City Of	WD		
		200 E BERRY ST STE 470					
		Fort Wayne, IN 46802					

Tax ID:

Routing Number

092-NE

Property Class 640

Exempt, Municipality

Year: 2015

Legal

N 90FT LOT 55 MCCULLOCHS 2ND ADD

Exempt

Valuation Records (Work in Progress values are not certified values and are subject to change)

Location Information		2015	2015	2014	2013	2012	2011
County	Allen	WIP	AA	AA	AA	GenReval	AA
Location Address (1)	1430 ELIZA ST	04/30/2015	05/20/2015	05/16/2014	05/08/2013	05/23/2012	08/05/2011
Township	WAYNE TOWNSHIP	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
District 074 (Local 091)	074 FT WAYNE WAYNE (91-95)	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
School Corp 0235	FORT WAYNE COMMUNITY	Notice Required	☒	☒	☒	☒	☒
Neighborhood 172144-074	Land	\$0	\$0	\$0	\$0	\$0	\$0
	Land Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
	Land Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Hanna Eliza Sr Addition	Improvement	\$0	\$0	\$0	\$0	\$0	\$0
	Imp Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
	Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Section/Plat 0012	Total	\$0	\$0	\$0	\$0	\$0	\$0
	Total Res (1)	\$0	\$0	\$0	\$0	\$0	\$0
	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
	Total Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Land Computations		Calculated Acreage 0.00					

Land Pricing		Soil		Act		Size		Factor		Rate		Adj.		Ext.		Inf.		Res		Market		Value	
Type	Method	ID	Front.	Size	Factor	Rate	Adj.	Rate	Value	Ext.	Inf.	%	Elig	%	Factor	Value	Ext.	Inf.	%	Elig	%	Factor	Value

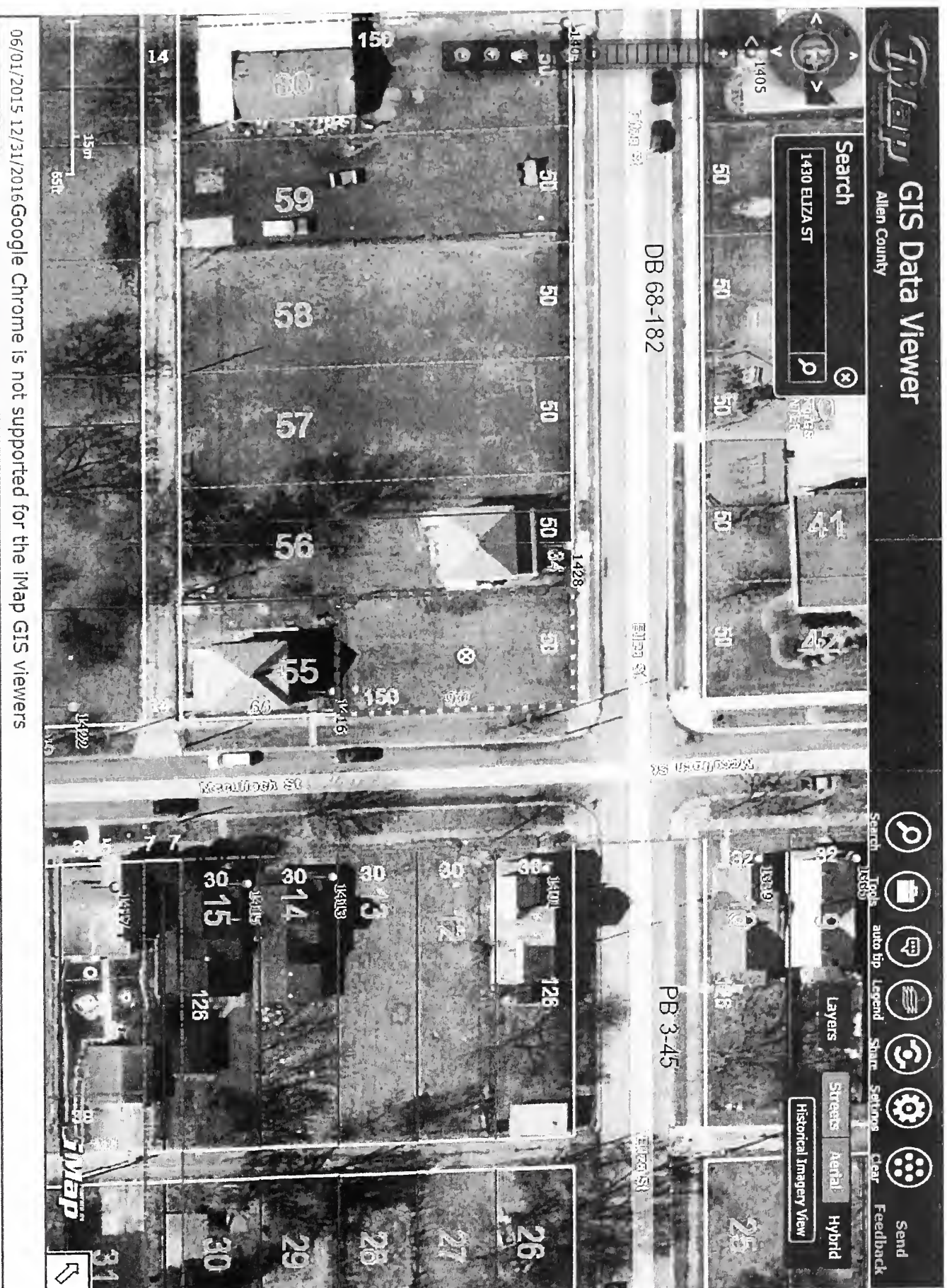
Land Data (Standard Depth: Res 150', Cl 150')

Land Computations

Calculated Acreage	0.00
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$0

Characteristics

- Market Model
- Res | WAY 172117, 172207, 2220,
- Topography
- High
- Public Utilities
- All
- Streets or Roads
- Paved, Sidewalk
- Neighborhood Life Cycle Stage
- Other
- Printed Thursday, June 25, 2015
- Data Source N/A
- Collector
- Appraiser



06/01/2015 12/31/2016Google Chrome is not supported for the iMap GIS viewers

EMERGENCY RESOLUTION NUMBER 102-9-23-15-4

EMERGENCY STREET LIGHT RELOCATION ON LOWER HUNTINGTON ROAD
(BETWEEN WINCHESTER ROAD AND FAIRFIELD AVENUE)

WHEREAS, concrete street repairs have been underway on Lower Huntington Road by Brooks Construction, and

WHEREAS, five street light poles and bases were found to be in conflict with the roadway improvements, and

WHEREAS, these five poles needed to be relocated along with 550 feet of underground wiring in order for the concrete street repairs to continue with minimal disruption to the public, and

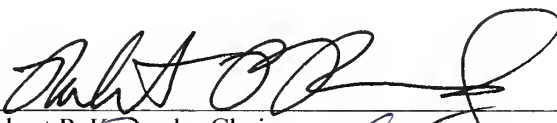
WHEREAS, MWM, Inc., City Lights & Signals and L.A. Electric were invited to submit quotes on the repair, and;

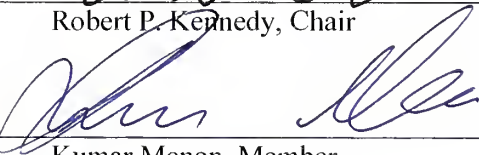
WHEREAS, the cost of said repairs is less than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)

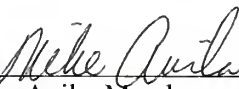
NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said road repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

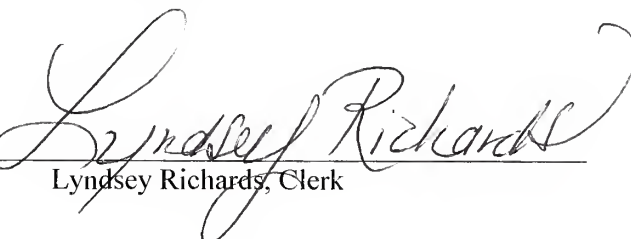
APPROVED this 23 day of September, 2014

BOARD OF PUBLIC WORKS

By 
Robert P. Kennedy, Chair

By 
Kumar Menon, Member

By 
Mike Avila, Member

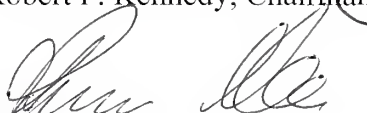
ATTEST: 
Lyndsey Richards, Clerk

Improvement Resolution #102-10-7-15-1, City Utilities On-Call
Emergency Construction Services, for mechanical installation, maintenance
and repair to be performed at the Three Rivers Filtration Plant, Water
Pollution Control Plant (WPCP), and other facilities operated by City
Utilities.

BOARD OF PUBLIC WORKS

Date: 10/7/15

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

Important Reservation
The Government of the United States
and the State of New York
have agreed to the following
terms and conditions

Project Title: City Utilities Annual On-Call Emergency Construction Services

Type of Services: Mechanical installation, maintenance and repair.

Project Manager: John Clark.
(260) 427-2698
John.clark@cityoffortwayne.org

Funding: Water & Sewer Utility

Estimated Construction Cost: Varies per project

Date of work: Determined by individual project needs

Project Information / General Scope:

Fort Wayne City Utilities Engineering is seeking qualified Mechanical Contractors to provide various types of Mechanical labor and equipment for maintenance, installation and repair to be performed at the Three Rivers Filtration Plant, Water Pollution Control Plant, and other facilities operated by City Utilities.

This item is intended to generate a list of four or five qualified Contractors that would be available to provide on-call services through December 31st, 2016. It is the intent of the Utility, to have a list of available contractor(s) names, skill sets, phone numbers and equipment, accessible to the Utility. The contractor shall furnish labor, equipment and/or material as necessary to complete the work as outlined by City Utilities Maintenance staff or City Utilities Engineering, Instrumentation and Controls Group.

Terms of Agreement:

Services shall be through December 31st, 2016, on an "on-call/as needed" basis unless otherwise noted. This quote does not guarantee work to any contractor within the above time frame and the Utility reserves the right to award work to multiple contractors based on the availability of the contractor(s), projected costs of the work and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish experienced and competent skilled trades and/or technicians having sufficient knowledge of Fort Wayne Utility Standards and Specifications; relevant experience; specific knowledge of Plumbing code and Standards. Individuals shall be able to follow verbal and/or written instructions on the type of work required. At least one journeyman shall be on-site at all times during the work.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract. The contractor shall be responsible for adherence to all OSHA regulations related to the work.

Transportation of equipment and/or material(s) to and from the project location(s) shall be the responsibility of the contractor unless indicated otherwise by City Utilities.

Imp. Resolution: #102-10-7-15-1

Project Briefing:

A Project Briefing will be held for interested contractors to hear more about the opportunity for work and to ask all questions pertaining to the work.

Citizen's Square Conference Room 260
October 12, 10:00-11:00AM
200 E. Berry, Suite 250 Fort Wayne, IN 46802

Selection Information:

All submitted Statements of Qualifications (SOQ's) will be scored by City Utilities staff. As part of the SOQ the contractor shall submit exhibits "A, B, C, and D," indicating the equipment, manpower and materials available.

The proposed general categories and Basis of Evaluation for scoring this project are listed below. Scoring totals will be adjusted by an overall multiplier (range from 0.9 to 1.1) depending on past performance with City Utilities Engineering.

Statement of Qualifications – Basis of Evaluation (100 points total)

Key Personnel and Equipment	35 points
Relevant Experience	30 points
Summary of Approach and Understanding	10 points
Office Location	25 points

The City will utilize the SOQ scoring results to develop a shortlist of pre-qualified contractors that will then be awarded individual work. The award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest hourly rates per unit price quote; hourly rate shall include all administrative and OH&P costs and shall have no hidden costs.
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated as to call-out priority.

The agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

[illegible]

EXHIBIT B – CONTRACTOR EQUIPMENT INFORMATION

[illegible]

EXHIBIT C – MANPOWER / CREW INFORMATION

<u>Normal quantity assigned</u>	<u>Manpower Only Rates</u>	<i>Note: Overtime is at 1.5 Times Normal Rate</i>	<u>Hourly Rate</u>
		Project Manager	
		Supervisor	
		Journeyman	
		Apprentice	
		HVAC Technician	
		Other -	

EXHIBIT D – SKILLED TRADES AND SUPERVISOR INFORMATION

[illegible]

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,
APPROPRIATING AN EASEMENT INTEREST
IN CERTAIN REAL PROPERTY
FOR USE BY THE CITY OF FORT WAYNE, INDIANA,
FOR THE CONSTRUCTION OF THE
MARDEGO HILLS ADDITION STORM IMPROVEMENTS PROJECT
PHASE TWO**

RESOLUTION NUMBER 102-10-7-15-2

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), finds it necessary to construct a storm drainage system to adequately protect property, public health, and welfare in the Mardego Hills neighborhood; and

WHEREAS, the Board finds it necessary to appropriate an easement interest in certain real property to further such improvement; and

WHEREAS, the Board has prepared maps, plans, specifications and drawings with full details and descriptions for the proposed work, which is entitled the Mardego Hills Addition Storm Improvements Project, Phase Two ("Project"); and

WHEREAS, the Board has prepared a description of all property rights necessary to be appropriated in connection with the proposed work and the manner in which the rights are to be obtained along with a description of any other property that may be injuriously affected together with the estimated cost thereof; and

WHEREAS, in order to continue the Project, it is necessary to condemn and appropriate an easement interest in certain real property containing an existing storm water detention pond to accommodate the storm water from the Project, and IC 32-24-2, Procedures for Cities and Towns, provides a mechanism pursuant to which the Board may proceed with such Project and appropriation; and

WHEREAS, the Board has named the affected property, the owner and the respective interests in the property sought to be taken hereby, which is attached hereto as Exhibit 1; and

WHEREAS, IC 32-24-2-6(b) requires the Board to adopt this resolution and set an administrative hearing upon the resolution, publish notice of said hearing for two consecutive weeks, one time each week, in accordance with IC 32-24-2-6(b) and mail a notice to each property owner. In such notices, the Board shall state that it shall hear all persons interested in the proceedings and all persons filing written remonstrance with regard to the resolution. After such time the Board shall, pursuant to IC 32-24-2-6(c), take action to confirm, modify or reject the resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby declares the Project is necessary for the protection of the public health and welfare of the inhabitants of the City of Fort Wayne, Indiana, and the safeguarding of property within the Project area.
2. That the Board hereby declares that the Project is of benefit to the public.
3. That the Board hereby declares that it is necessary to obtain the easement interest in the real property described on Exhibit 1 attached hereto in order to complete the Project and hereby appropriates such interests.
4. That the Board sets Wednesday, October 28, 2015, at 9:30 A.M. as the date, time and place at which the Board shall hear all persons interested in the proceedings and all person filing written remonstrance with regard to the resolution.
5. That at the next regularly scheduled Board meeting, occurring one week after the hearing date set herein, the Board shall take final action to confirm, modify or reject this resolution.
6. That the Clerk of the Board shall and hereby is directed and authorized to publish notice of the hearing in accordance with IC 32-24-2-6(b) and mail notice of said hearing on remonstrance to those persons listed on Exhibit 1 attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 7th day of October, 2015.

BOARD OF PUBLIC WORKS

By: [Signature]
Robert P. Kennedy, Chair

By: [Signature]
Kumar Menon, Member

By: [Signature]
Mike Avila, Member

Attest: [Signature]
Lyndsey L. Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Lyndsey L. Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 7th day of October, 2015.

My Commission Expires:

12/02/2020

[Signature]
Notary Public

Resident of ALLEN County

Lindsay K Haggerty
Printed Name of Notary



EXHIBIT 1

Page 1 of 4

PROPERTY OWNER NAMES AND MAILING ADDRESSES—Parcel No. 1 of 1:

DuPont Village West, LLC
In Care of SJW Investments, LLC
10316 Valley Hill Lane
Fort Wayne, Indiana 46825

With copy to:

RCI Development, LLC
301 Airport North Office Park
Fort Wayne, IN 46825

AFFECTED PROPERTY ADDRESS:

477 E. DuPont Road, Fort Wayne, IN 46845

PARCEL TAX I.D. NUMBER:

02-02-33-476-002.000-091

LEGAL DESCRIPTION OF AFFECTED PARCEL:

(Parcel I of Exhibit "A" in the latest deed of record recorded as Document Number 970069350 in the Office of the Recorder of Allen County, Indiana):

Part of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of the South Half to the Southeast Quarter of Section 33, Township 32 North, Range 12 East, Allen County, Indiana; thence West along the North line of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East, and the South line of Mardego Hills, a distance of 896.4 feet (895.0 feet, deed) to a 1/2-inch iron pin at the Northwest corner of Faith United Church of Christ (Document Number 83-007105) and the Northeast corner of the HJI, Inc. and Hugh W. Johnston, Sr. property (Document Number 91-003143); thence South with a deflection angle to the left of 90 degrees 22 minutes 11 seconds along the West line of said Faith United Church of Christ and the East line of the HJI, Inc. and Hugh W. Johnston, Sr. property, a distance of 70.0 feet to the true point of beginning; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 130.0 feet; thence South with a deflection angle to the left of 90 degrees 00 minutes, a distance of 343.0 feet; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 85.0 feet; thence South with a deflection angle to the left of 90 degrees 00 minutes, a distance of 162.0 feet; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 196.67 feet; thence South with a deflection angle to the

EXHIBIT 1

Page 2 of 4

left of 90 degrees 00 minutes, a distance of 115.46 feet; thence Southerly on a curve to the right having a radius of 125.0 feet, a central angle of 25 degrees 05 minutes 43 seconds, an arc distance of 54.75 feet to a point of tangency; thence Southwesterly tangent to the aforesaid curve, a distance of 89.76 feet; thence Southeasterly with a deflection angle to the left of 90 degrees 00 minutes, a distance of 31.0 feet to a point of curvature, said line being radial to the curve; thence Northerly on a curve to the right, having a radius of 29.5 feet, a central angle of 91 degrees 02 minutes 06 seconds along the north line of the Burger King property, an arc distance of 46.87 feet to a point of tangency; thence Southeasterly tangent to the aforesaid curve along the North line of the Burger King property, a distance of 16.21 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 175.5 feet, a central angle of 11 degrees 28 minutes 42 seconds along the North line of the Burger King property, an arc distance of 35.16 feet to a point of tangency; thence Southeasterly, tangent to the aforesaid curve, along the North line of Burger King property, a distance of 55.0 feet to a point of curvature; thence Easterly, on a curve to the left having a radius of 175.5 feet, a central angle of 09 degrees 50 minutes 33 seconds along the North line of the Burger King property, an arc distance of 30.17 feet to the Northeast corner of the Burger King property; thence Southerly with a deflection angle to the right, from the chord of the aforesaid curve, 79 degrees 27 minutes 57 seconds along the East line of the Burger King property, a distance of 83.83 feet; thence East with a deflection angle to the left of 89 degrees 41 minutes 50 seconds, a distance of 263.29 feet to a point on the East line of HJI, Inc. property; thence North with a deflection angle to the left of 90 degrees 00 minutes along the East line of HJI, Inc., a distance of 877.3 feet to the point of beginning, containing 5.059 acres.

INTEREST TO BE ACQUIRED:

A perpetual, non-exclusive easement over, upon, under, in, and across the existing detention pond on the Affected Parcel for the purposes of the pond to accept and detain storm water drainage, from the Mardego Hills Addition (located to the north of the subject pond), and related uses. Also, a perpetual, non-exclusive easement for using, accessing, installing, repairing, maintaining, operating, reconstructing, and replacing storm sewer pipes, outfalls, and related structures and improvements within and north of the detention pond on the Affected Parcel, including the rights of ingress to and egress from the detention pond on the Affected Parcel.

SIZE OF PERMANENT EASEMENT:

2.326 acres, more or less.

LEGAL DESCRIPTION & DRAWING OF PERMANENT EASEMENT:

See Pages 3 and 4 of Exhibit 1.

**DRAINAGE AND STORM WATER
DETENTION POND EASEMENT**

DUPONT VILLAGE WEST, LLC
10316 VALLEY HILL LN.
FORT WAYNE, IN 46825

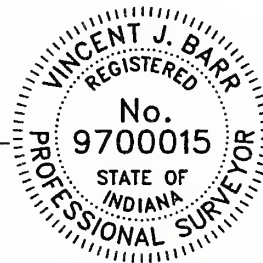
DRAINAGE AND STORM WATER DETENTION POND EASEMENT

An easement across part of a tract of land located in the Southeast Quarter of Section 33, Township 32 North, Range 12 East of the Second Principle Meridian, Perry Township, Allen County, Indiana, and being that part of the grantor(s) land, as described in Instrument Number 970069350 in the Office of the Recorder of said County and State, described as follows:

Commencing at the northeast corner of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East; thence west 896.4 feet along the North line of said half-quarter section to a point which lies South 89 degrees 54 minutes 57 seconds West 123.24 feet from the southeast corner of Lot Number 51 in Mardego Hills Addition to the City of Fort Wayne, the plat of which subdivision is recorded in Plat Record 20, Page 156 in the Office of the Recorder of Allen County; thence South 0 degrees 20 minutes 37 seconds East 70.73 feet to the northeast corner of grantor(s) land and the POINT OF BEGINNING of this description: thence South 0 degrees 20 minutes 37 seconds East 631.60 feet along the east line of the grantor(s) land; thence North 88 degrees 34 minutes 09 seconds West 24.86 feet to the top of bank of an existing detention pond; thence along the south and west sides of said pond the following (4) courses: North 86 degrees 03 minutes 58 seconds West 101.03 feet; 2) 65.99 feet along an arc to the right having a radius of 55.00 feet and being subtended by a long chord having a bearing of North 51 degrees 41 minutes 40 seconds West 62.10 feet; 3) North 17 degrees 19 minutes 21 seconds West 23.69 feet; 4) North 26 degrees 01 minutes 37 seconds West 52.72 feet; thence North 50 degrees 20 minutes 23 seconds West 14.54 feet to a corner of the the grantor(s) land; thence along the west and north lines of the grantor(s) land the following (4) courses: 1) North 0 degrees 20 minutes 37 seconds West 162.00 feet; 2) North 89 degrees 39 minutes 23 seconds East 85.00 feet; 3) North 0 degrees 20 minutes 37 seconds West 343.00 feet; 4) North 89 degrees 39 minutes 23 seconds East 130.00 feet to the POINT OF BEGINNING and containing 2.326 acres, more or less, subject to all pertinent rights-of-way and easements.

Vincent J. Barr 06/13/2015

VS ENGINEERING, INC.
VINCENT J. BARR, P.S.
PROFESSIONAL SURVEYOR NO. 9700015
STATE OF INDIANA



DRAINAGE AND STORM WATER DETENTION POND EASEMENT
PART OF S. 1/2 SE. 1/4 SECTION 33, T32N, R12E
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

DUPONT VILLAGE WEST, LLC C/O SJW INVESTMENTS LLC
INSTRUMENT NUMBER 970069350
PARCEL No. 02-02-33-476-002.000-091

Scale: 1"=100'

Proj. No. 15-3351

Drawn By: RJS

Checked By: VJB

Date: 06/12/2015

THIS EXHIBIT WAS PREPARED BY:



VS ENGINEERING, INC.

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254
TEL. (317) 293-3542 FAX: (317) 293-4737

**DRAINAGE AND STORM WATER
DETENTION POND EASEMENT**

DUPONT VILLAGE WEST, LLC
10316 VALLEY HILL LN.
FORT WAYNE, IN 46825

LOT 51
MARDEGO
HILLS ADDN.

SE. COR. LOT 51

896.4'

S 89°54'57" W
123.24'

S 00°20'37" E
70.73'

P.O.B.

NE. COR.
S. 1/2, SE. 1/4,
SEC 33, T32N, R12E

N 89°39'23" E
130.00'

N 0°20'37" W 343.00'

N 89°39'23" E
85.00'

N 0°20'37" W 162.00'

196.67'

N 50°20'23" W
14.54'

N 26°01'37" W
52.72'

N 17°19'21" W
23.69'

N 86°03'58" W
101.03'

N 88°34'09" W
24.86'

263.29'

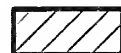
TOP OF BANK

PERMANENT
DRAINAGE AND
STORM WATER
DETENTION POND
EASEMENT
(2.326 Ac.)

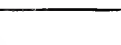
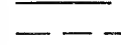


0 50' 100'
SCALE: 1" = 100'

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	55.00'	65.99'

 PERMANENT
EASEMENT AREA

LEGEND

 PARCEL LINE
 EXIST.
EASEMENT

DRAINAGE AND STORM WATER DETENTION POND EASEMENT
PART OF S. 1/2 SE. 1/4 SECTION 33, T32N, R12E
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

DUPONT VILLAGE WEST, LLC C/O SJW INVESTMENTS LLC
INSTRUMENT NUMBER 970069350
PARCEL No. 02-02-33-476-002.000-091

Scale: 1"=100'

Proj. No. 15-3351

Drawn By: RJS

Checked By: VJB

Date: 06/12/2015

THIS EXHIBIT WAS PREPARED BY:



VS ENGINEERING, INC.

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254
TEL. (317) 293-3542 FAX: (317) 293-4737

EXHIBIT 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

Page 1 of 1

IMPROVEMENT RESOLUTION NO. 0076I

**Walden Addition Phase II Street Lighting Improvements
WORK ORDER NO. 0076I**

CEDIT NEIGHBORHOOD/REVOLVING BARRETT LAW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA,

That it is deemed necessary to improve: **Street Lighting on Deer Cove, Thoreau Avenue,
Worcester Place, and Weston Ridge Place.**

All in accordance with the profile, details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

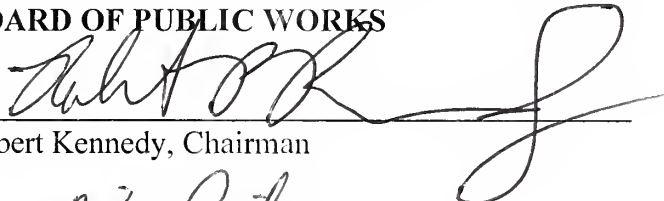
The cost for Street Lighting Improvements shall be assessed 60% on the real estate abutting on
said improvements and 40% upon the City of Fort Wayne, Indiana, if the said City is benefited
by said improvement and the cost for Street Lighting Improvements shall be assessed 100% on
said City, all according to the method and manner provided for in an Act of the General
Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and
supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five
(5%) percent per annum as set by the Board of Public Works and shall be financed under
Revolving Barrett Law as provided for in the above-entitled acts.

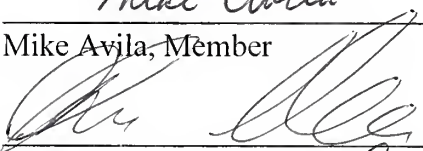
All proceedings and any work done on said improvements, assessment of property, collection of
assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts
and all amendments thereto and supplemental thereof.

Adopted this 7 day of October, 2015.

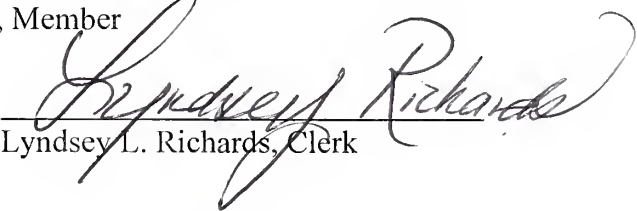
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: WALDEN ADDITION PHASE II (AREA 7)

RES. NO.: 0076I

W.O. NO.: 0076I

Bid Estimate: \$70,465.00

estimated e&i:

Total estimate: \$70,465.00

Date: 9/24/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	EXISTING T/C ASSEMBLY, REMOVE	8	EACH	\$300.00	\$2,400.00
2	EXISTING SERVICE POINT, REMOVE	3	EACH	\$300.00	\$900.00
3	SERVICE POINT ON 6" X 6" WOOD POST	3	EACH	\$1,050.00	\$3,150.00
4	100W HPS T/C ON 16' D.B.F.G. POLE AND #12 WIRE AS REQUIRED	28	EACH	\$800.00	\$22,400.00
5	3C/6 THHN IN TRAY CABLE IN HDPE BORE TUBE	3205	LFT	\$11.00	\$35,255.00
6	TRAFFIC MAINTENANCE	1	LSUM	\$1,000.00	\$1,000.00
7	CONSTRUCTION ALLOWANCE	5360	DOLLAR	\$1.00	\$5,360.00

BID**CONTRACTOR:**

proj: WALDEN ADDITION PHASE II (AREA 7)

RES. NO.: 0076I

W.O. NO.: 0076I

TOTAL BID AMT: _____

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices,
extensions, or total on this bid must be initialed by
the bidder and will be noted at the time of opening.

required completion date: December 30, 2015

Bid

Date: 9/16/2015

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	EXISTING T/C ASSEMBLY, REMOVE	8	EACH		
2	EXISTING SERVICE POINT, REMOVE	3	EACH		
3	SERVICE POINT ON 6" X 6" WOOD POST	3	EACH		
4	100W HPS T/C ON 16' D.B.F.G. POLE AND #12 WIRE AS REQUIRED	28	EACH		
5	3C/6 THHN IN TRAY CABLE IN HDPE BORE TUBE	3205	LFT		
6	TRAFFIC MAINTENANCE	1	LSUM		
7	CONSTRUCTION ALLOWANCE	5360	DOLLAR		

Walden Addition Street Lighting Area 7

61 Total Properties 61% YES

WORK ORDER # 00761

P.O. \$ SHARE

Property Owners

Did Both Sign

Missing a Signature

New Owner

P.O. \$ SHARE

James & Jean Sircey

Mailing Address
3602 Deer Cove Fort

yes

\$693.10

Mark & Christina Wissel

3608 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

David & Linda Lothamer

3614 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

Norman Casselman

3620 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

Steven & Collen McMasters

3626 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

Ashley Greene

3625 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

Benard & Lora Beier

3621 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

Cindy Wingfield

3617 Deer Cove Fort
Wayne IN 46815

yes

\$693.10

George & Pauline Lueken

3611 Deer Cove Fort
Wayne IN 46815

no

need george

\$693.10

Jill Schenkel

5931 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Herbert & Marjorie Heider

5925 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Timothy Ivy and Christina Kay

5919 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Angela Miller

5911 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Eugene Curran

5905 Thoreau Ave Fort
Wayne IN 46815

yes

\$693.10

Lester Williams

5901 Thoreau Ave Fort
Wayne IN 46815

no-

Amy signed but shes not on title

\$693.10

Laura Rowe

5833 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Stephen & Kelley Bordner

5823 Thoreau Ave Fort
Wayne IN 46815

no

\$693.10

Shane Hull

5813 Thoreau Ave Fort
Wayne IN 46815

yes

\$693.10

Jesse & Patricia Hawkins

5725 Thoreau Ave Fort
Wayne IN 46815

NO

need jesses

\$693.10

34 YES

27 NO

Elisabeth Fisher- Lothamer	3529 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Amber Amaro	5826 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Jeff Griggs	5834 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Matthew & Pamela Maple	5904 Thoreau Ave Wayne IN 46815	Fort	yes		\$693.10
Michael & Stephanie Wooten	5910 Thoreau Ave Wayne IN 46815	Fort	yes		\$693.10
Neal & Jean Pape & Jane Zook Und 1/3	5918 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Jack & Melissa Ann Sakowicz	5926 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Ken & Betty Buchler	5934 Thoreau Ave Wayne IN 46815	Fort			\$693.10
Michael & Patricia Erdei	5940 Thoreau Ave Wayne IN 46815	Fort	yes		\$693.10
Samuel Federspiel	3535 Bristers Spring Run Fort Wayne IN 46815				\$693.10
David & Sara Mann	3525 Weston Ridge Fort Wayne IN 46815				\$693.10
Michael & Karisa Estleman	3521 Weston Ridge Fort Wayne IN 46815		no		\$693.10
Dale & Laura Underwood	3517 Weston Ridge Fort Wayne IN 46815				\$693.10
Clint & Cheryn Whitehurst	3513 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Linda McCaw	3509 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Ronald & Doreen Gump	3505 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Steven & Carole Whitlock	3501 Weston Ridge Fort Wayne IN 46815		no	need carole	\$693.10
Dale & Ann Linnemeier	3502 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Gregory Reed & Leslie Gibson	3504 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Charles Adams	3508 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Dorothy Askren, Dawn Willey	3510 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Jessica Porter	3514 Weston Ridge Fort Wayne IN 46815		yes		\$693.10
Gregory Rice	3518 Weston Ridge Fort Wayne IN 46815		yes		\$693.10

these are the new owners



Barbara Roehman	3522 Weston Ridge Fort Wayne IN 46815	yes		\$693.10
Ronald & Janet Wise	3521 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Aaron Carr	3515 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Gary & Julie Bauer	3507 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Mary Jane Lenard/ Est Trs	3501 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Archie Grimes & Dorothy J Trs	3429 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Christopher & Teanna Peterson	3423 Worchester Place Fort Wayne IN 46815			\$693.10
Karen Burtette	3417 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Dean & Candice Bordner	3409 Worchester Place Fort Wayne IN 46815			\$693.10
Craig Bowers	3403 Worchester Place Fort Wayne IN 46815			\$693.10
August & Jane Verstynen	3406 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Michael & Barbara Gessner	3414 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Vernon Martin	3420 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Roslin McDavid	3426 Worchester Place Fort Wayne IN 46815	yes		\$693.10
James & Sharon Solloway	3434 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Charles & Carol Tait	3504 Worchester Place Fort Wayne IN 46815	no	need Charles	\$693.10
Jose & Vilma Iglesias	3510 Worchester Place Fort Wayne IN 46815	yes		\$693.10
Barbara Fyock	3518 Worchester Place Fort Wayne IN 46815			\$693.10
Daniel & Sharon Nix	3526 Worchester Place Fort Wayne IN 46815	yes		\$693.10

IMPROVEMENT RESOLUTION NO. 0088L

**FRANKE PARK ENTRANCE DRIVE LIGHTING IMPROVEMENTS
WORK ORDER NO. 0088L**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

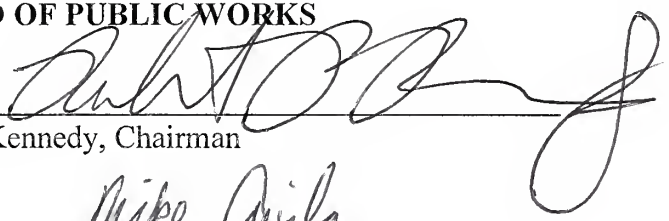
That it is deemed necessary to improve: Entrance drive lighting at the intersection of Sherman
Boulevard and the entrance to Franke Park

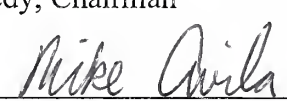
All in accordance with the details, drawings, and specifications on file in the office of the
Department of Public Works of said City; and such improvement is now ordered.

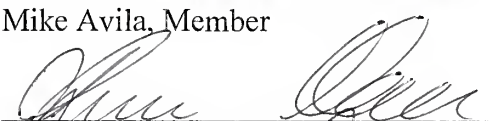
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to
the general public of the City of Fort Wayne and that no special benefits will accrue to any
property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of October, 2015.

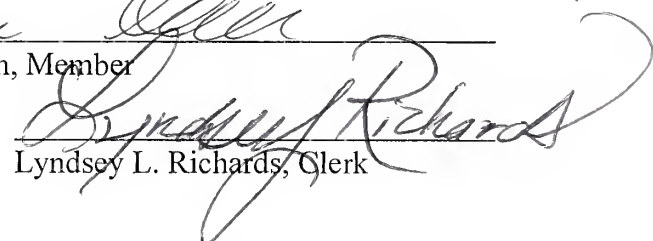
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

ESTIMATE OF QUANTITIES

proj: FRANKIE PARK ENTRANCE LIGHTING IMPROVEMENTS

RES. NO.: 0088L

W.O. NO.: 0088L

Bid Estimate: \$13,400.00

estimated e&i:

Total estimate: \$13,400.00

Date: 8/17/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THHN IN TRAY CABLE IN BORE TUBE	150	LFT	\$12.00	\$1,800.00
2	FTW STD DECORATIVE POLE	2	EACH	\$2,100.00	\$4,200.00
3	LED DARK SKY ACORN LUMINAIRE	2	EACH	\$2,000.00	\$4,000.00
4	CONCRETE BASE, 24" X 60"	2	EACH	\$1,000.00	\$2,000.00
5	SERVICE POINT, RISER TYPE	1	EACH	\$400.00	\$400.00
6	TRAFFIC MAINTENANCE	1	LSUM	\$1,000.00	\$1,000.00

10/10/10
10/10/10
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10/10/10
10/10/10
10/10/10

BID

CONTRACTOR:

proj: FRANKIE PARK ENTRANCE LIGHTING IMPROVEMENTS

RES. NO.:

0088L

W.O. NO.:

0088L

TOTAL BID AMT:

Note: Contractor will be paid on measured quantities only at unit price bid.

Any form of correction within the area of unit prices, extensions, or total on this bid must be initiated by the bidder and will be noted at the time of opening.

required completion date:

12/30/2015

Bid

Date:

Contractors Signature

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	3C/6 THHN IN TRAY CABLE IN BORE TUBE	150	LFT		
2	FTW STD DECORATIVE POLE	2	EACH		
3	LED DARK SKY ACORN LUMINAIRE	2	EACH		
4	CONCRETE BASE, 24" X 60"	2	EACH		
5	SERVICE POINT, RISER TYPE	1	EACH		
6	TRAFFIC MAINTENANCE	1	LSUM		

**Process Control Network Improvements
76008**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Improves the Supervisory Control and Data Acquisition (SCADA) for the Water Pollution Control Plant by expanding the process control network addressing. This improvement allows for segregation of network traffic related to operational technologies. The improvement includes upgrades to plant network switches, computers, and programmable logic controllers.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Process Control Network Improvements.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

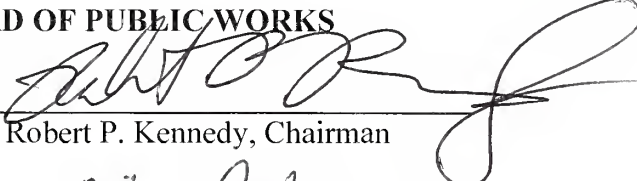
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

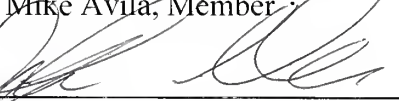
Declares the engineer's estimate of the project's total cost is \$40,000.

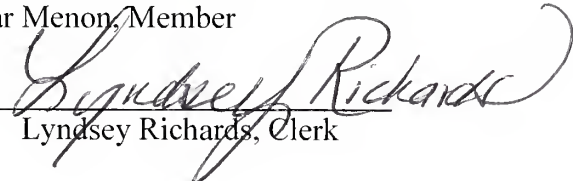
APPROVED THIS 7 DAY OF October, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

RESOLUTION BY THE BOARD OF DIRECTORS

Whereas the Corporation has received from the
Board of Directors a resolution to
authorize the Corporation to
issue bonds in the amount of
one hundred thousand dollars
for the purpose of

and the Board of Directors has
approved the same

Resolved, That the Corporation
be authorized to issue

and the Board of Directors has
approved the same

Resolved, That the Corporation
be authorized to issue

and the Board of Directors has
approved the same

Resolved, That the Corporation
be authorized to issue

and the Board of Directors has
approved the same

Resolved, That the Corporation
be authorized to issue

and the Board of Directors has
approved the same

Resolved, That the Corporation
be authorized to issue

and the Board of Directors has
approved the same

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE
CITY OF FORT WAYNE, INDIANA,
RESCINDING
A PRIOR RESOLUTION THAT
APPROPRIATED AN EASEMENT INTEREST
IN CERTAIN REAL PROPERTY
FOR USE BY THE CITY OF FORT WAYNE, INDIANA,
FOR THE CONSTRUCTION OF THE
MARDEGO HILLS ADDITION STORM IMPROVEMENTS PROJECT,
PHASE TWO**

RESOLUTION NUMBER 102-10-14-15-3

WHEREAS, previously, on October 7, 2015, the Board adopted Resolution 102-10-7-15-2 initiating Eminent Domain proceedings in accordance with IC 32-24-2, Procedures for Cities and Towns for the easement interests to be acquired in furtherance of the Project as defined in Exhibit "A" attached hereto; and

WHEREAS, a satisfactory agreement has been reached with the owner of the one affected parcel for the easement interests needed for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby rescinds Resolution 102-10-7-15-2 adopted on October 7, 2015.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURE PAGE & EXHIBIT TO FOLLOW)

A RESOLUTION OF THE

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APPROVED this 14th day of October, 2015.

BOARD OF PUBLIC WORKS

By: Absent
Robert P. Kennedy, Chair

By: [Signature]
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: [Signature]
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of October, 2015.



Michelle Nelson
Notary Public

Resident of Allen County

Michelle Nelson
Printed Name of Notary

EXHIBIT 1
Page 1 of 4

PROPERTY OWNER NAMES AND MAILING ADDRESSES—Parcel No. 1 of 1:

DuPont Village West, LLC
In Care of SJW Investments, LLC
10316 Valley Hill Lane
Fort Wayne, Indiana 46825

With copy to:
RCI Development, LLC
301 Airport North Office Park
Fort Wayne, IN 46825

AFFECTED PROPERTY ADDRESS:

477 E. DuPont Road, Fort Wayne, IN 46845

PARCEL TAX I.D. NUMBER:

02-02-33-476-002.000-091

LEGAL DESCRIPTION OF AFFECTED PARCEL:

(Parcel I of Exhibit "A" in the latest deed of record recorded as Document Number 970069350 in the Office of the Recorder of Allen County, Indiana):

Part of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of the South Half to the Southeast Quarter of Section 33, Township 32 North, Range 12 East, Allen County, Indiana; thence West along the North line of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East, and the South line of Mardego Hills, a distance of 896.4 feet (895.0 feet, deed) to a ½-inch iron pin at the Northwest corner of Faith United Church of Christ (Document Number 83-007105) and the Northeast corner of the HJI, Inc. and Hugh W. Johnston, Sr. property (Document Number 91-003143); thence South with a deflection angle to the left of 90 degrees 22 minutes 11 seconds along the West line of said Faith United Church of Christ and the East line of the HJI, Inc. and Hugh W. Johnston, Sr. property, a distance of 70.0 feet to the true point of beginning; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 130.0 feet; thence South with a deflection angle to the left of 90 degrees 00 minutes, a distance of 343.0 feet; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 85.0 feet; thence South with a deflection angle to the left of 90 degrees 00 minutes, a distance of 162.0 feet; thence West with a deflection angle to the right of 90 degrees 00 minutes, a distance of 196.67 feet; thence South with a deflection angle to the

EXHIBIT 1

Page 2 of 4

left of 90 degrees 00 minutes, a distance of 115.46 feet; thence Southerly on a curve to the right having a radius of 125.0 feet, a central angle of 25 degrees 05 minutes 43 seconds, an arc distance of 54.75 feet to a point of tangency; thence Southwesterly tangent to the aforesaid curve, a distance of 89.76 feet; thence Southeasterly with a deflection angle to the left of 90 degrees 00 minutes, a distance of 31.0 feet to a point of curvature, said line being radial to the curve; thence Northerly on a curve to the right, having a radius of 29.5 feet, a central angle of 91 degrees 02 minutes 06 seconds along the north line of the Burger King property, an arc distance of 46.87 feet to a point of tangency; thence Southeasterly tangent to the aforesaid curve along the North line of the Burger King property, a distance of 16.21 feet to a point of curvature; thence Southeasterly on a curve to the left having a radius of 175.5 feet, a central angle of 11 degrees 28 minutes 42 seconds along the North line of the Burger King property, an arc distance of 35.16 feet to a point of tangency; thence Southeasterly, tangent to the aforesaid curve, along the North line of Burger King property, a distance of 55.0 feet to a point of curvature; thence Easterly, on a curve to the left having a radius of 175.5 feet, a central angle of 09 degrees 50 minutes 33 seconds along the North line of the Burger King property, an arc distance of 30.17 feet to the Northeast corner of the Burger King property; thence Southerly with a deflection angle to the right, from the chord of the aforesaid curve, 79 degrees 27 minutes 57 seconds along the East line of the Burger King property, a distance of 83.83 feet; thence East with a deflection angle to the left of 89 degrees 41 minutes 50 seconds, a distance of 263.29 feet to a point on the East line of HJI, Inc. property; thence North with a deflection angle to the left of 90 degrees 00 minutes along the East line of HJI, Inc., a distance of 877.3 feet to the point of beginning, containing 5.059 acres.

INTEREST TO BE ACQUIRED:

A perpetual, non-exclusive easement over, upon, under, in, and across the existing detention pond on the Affected Parcel for the purposes of the pond to accept and detain storm water drainage, from the Mardego Hills Addition (located to the north of the subject pond), and related uses. Also, a perpetual, non-exclusive easement for using, accessing, installing, repairing, maintaining, operating, reconstructing, and replacing storm sewer pipes, outfalls, and related structures and improvements within and north of the detention pond on the Affected Parcel, including the rights of ingress to and egress from the detention pond on the Affected Parcel.

SIZE OF PERMANENT EASEMENT:

2.326 acres, more or less.

LEGAL DESCRIPTION & DRAWING OF PERMANENT EASEMENT:

See Pages 3 and 4 of Exhibit 1.

**DRAINAGE AND STORM WATER
DETENTION POND EASEMENT**

DUPONT VILLAGE WEST, LLC
10316 VALLEY HILL LN.
FORT WAYNE, IN 46825

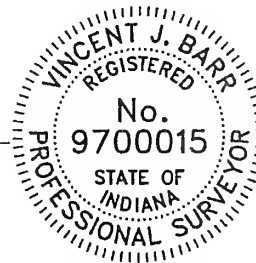
DRAINAGE AND STORM WATER DETENTION POND EASEMENT

An easement across part of a tract of land located in the Southeast Quarter of Section 33, Township 32 North, Range 12 East of the Second Principle Meridian, Perry Township, Allen County, Indiana, and being that part of the grantor(s) land, as described in Instrument Number 970069350 in the Office of the Recorder of said County and State, described as follows:

Commencing at the northeast corner of the South Half of the Southeast Quarter of Section 33, Township 32 North, Range 12 East; thence west 896.4 feet along the North line of said half-quarter section to a point which lies South 89 degrees 54 minutes 57 seconds West 123.24 feet from the southeast corner of Lot Number 51 in Mordego Hills Addition to the City of Fort Wayne, the plat of which subdivision is recorded in Plat Record 20, Page 156 in the Office of the Recorder of Allen County; thence South 0 degrees 20 minutes 37 seconds East 70.73 feet to the northeast corner of grantor(s) land and the POINT OF BEGINNING of this description: thence South 0 degrees 20 minutes 37 seconds East 631.60 feet along the east line of the grantor(s) land; thence North 88 degrees 34 minutes 09 seconds West 24.86 feet to the top of bank of an existing detention pond; thence along the south and west sides of said pond the following (4) courses: North 86 degrees 03 minutes 58 seconds West 101.03 feet; 2) 65.99 feet along an arc to the right having a radius of 55.00 feet and being subtended by a long chord having a bearing of North 51 degrees 41 minutes 40 seconds West 62.10 feet; 3) North 17 degrees 19 minutes 21 seconds West 23.69 feet; 4) North 26 degrees 01 minutes 37 seconds West 52.72 feet; thence North 50 degrees 20 minutes 23 seconds West 14.54 feet to a corner of the the grantor(s) land; thence along the west and north lines of the grantor(s) land the following (4) courses: 1) North 0 degrees 20 minutes 37 seconds West 162.00 feet; 2) North 89 degrees 39 minutes 23 seconds East 85.00 feet; 3) North 0 degrees 20 minutes 37 seconds West 343.00 feet; 4) North 89 degrees 39 minutes 23 seconds East 130.00 feet to the POINT OF BEGINNING and containing 2.326 acres, more or less, subject to all pertinent rights-of-way and easements.

Vincent J. Barr 06/13/2015

VS ENGINEERING, INC.
VINCENT J. BARR, P.S.
PROFESSIONAL SURVEYOR NO. 9700015
STATE OF INDIANA



DRAINAGE AND STORM WATER DETENTION POND EASEMENT
PART OF S. 1/2 SE. 1/4 SECTION 33, T32N, R12E
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

Scale: 1"=100'
Proj. No. 15-3351

DUPONT VILLAGE WEST, LLC C/O SJW INVESTMENTS LLC
INSTRUMENT NUMBER 970069350
PARCEL No. 02-02-33-476-002.000-091

Drawn By: RJS
Checked By: VJB
Date: 06/12/2015

THIS EXHIBIT WAS PREPARED BY:



VS ENGINEERING, INC.

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254
TEL. (317) 293-3542 FAX: (317) 293-4737

**DRAINAGE AND STORM WATER
DETENTION POND EASEMENT**

DUPONT VILLAGE WEST, LLC
10316 VALLEY HILL LN.
FORT WAYNE, IN 46825

LOT 51
MARDEGO
HILLS ADDN.

SE. COR. LOT 51
896.4'

S 89°54'57" W
123.24'

NE. COR.
S. 1/2, SE. 1/4,
SEC 33, T32N, R12E

S 00°20'37" E
70.73'

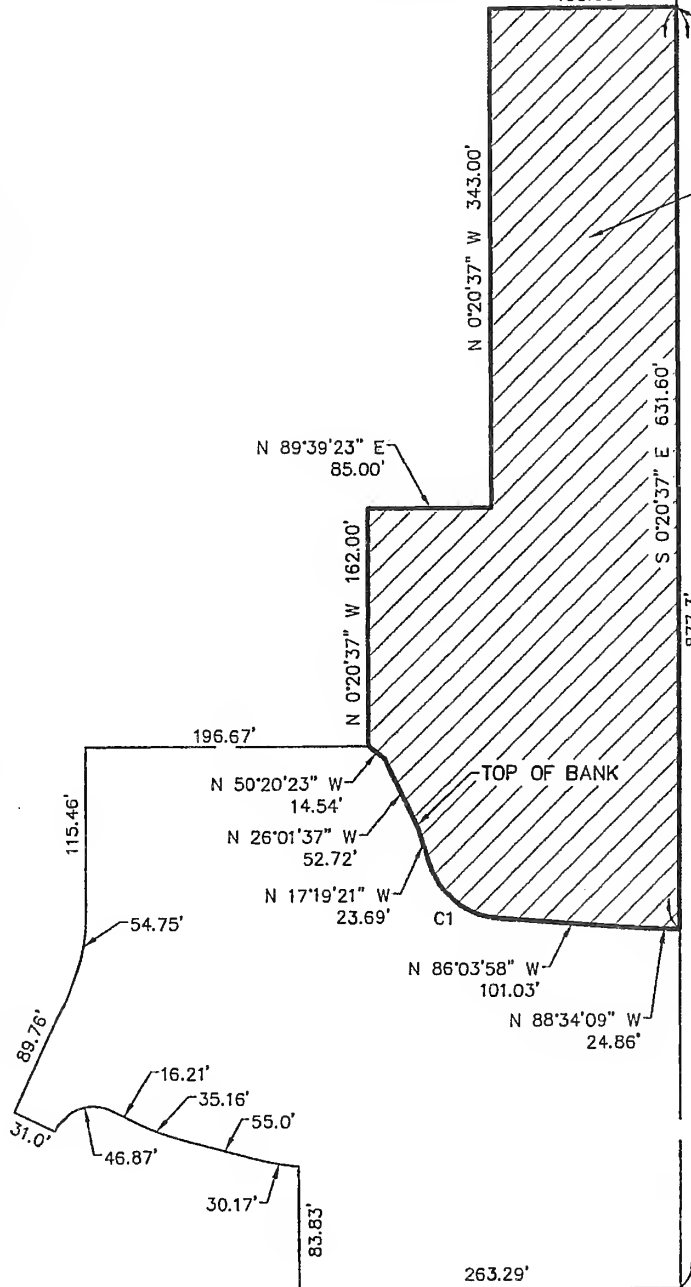
P.O.B.

N 89°39'23" E
130.00'

PERMANENT
DRAINAGE AND
STORM WATER
DETENTION POND
EASEMENT
(2.326 Ac.)



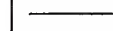
0 50' 100'
SCALE: 1" = 100'



CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	55.00'	65.99'

 PERMANENT
EASEMENT AREA

LEGEND

	PARCEL LINE
	EXIST. EASEMENT

DRAINAGE AND STORM WATER DETENTION POND EASEMENT
PART OF S. 1/2 SE. 1/4 SECTION 33, T32N, R12E
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

DUPONT VILLAGE WEST, LLC C/O SJW INVESTMENTS LLC
INSTRUMENT NUMBER 970069350
PARCEL No. 02-02-33-476-002.000-091

Scale: 1"=100'

Proj. No. 15-3351

Drawn By: RJS

Checked By: VJB

Date: 06/12/2015

THIS EXHIBIT WAS PREPARED BY:



VS ENGINEERING, INC.

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254
TEL: (317) 293-3542 FAX: (317) 293-4737

DETECTIVE BUREAU
DRAINAGE AND SEWER

FOR THE YEAR 1900
JANUARY 1900

THE CITY OF
NEW YORK
DETECTIVE BUREAU
DRAINAGE AND SEWER
FOR THE YEAR 1900
JANUARY 1900

**ACCEPTANCE OF SANITARY SEWER FACILITIES
INTO THE CITY'S PUBLIC SANITARY SEWER SYSTEM**

7800-8100 block, Young Road, Fort Wayne, Indiana 46835

Board of Public Works Resolution 102-10-21-15-1
Quarter Section Map U46

THIS Acceptance of Sanitary Sewer Facilities ("Acceptance") is executed this 21 day of October, 2015, by the City of Fort Wayne, Indiana, Board of Public Works ("City"), to wit:

RECITALS

- A. A private sanitary sewer situated on private properties along the east side of Young Road and located more or less as depicted on the attached Exhibit A, presently serves or could serve properties along both sides of Young Road ("Private Sewer").
- B. The Private Sewer is owned, operated and maintained pursuant to a certain agreement entitled "Sanitary Sewer and Water: Easement and Maintenance Agreement (Young Road)" between Panayiotias P. Bourounis and Mark Nolot ("Private Sewer Owners"), said Agreement attached hereto by reference and made a part hereof.
- C. The Private Sewer Owners have requested by the attached Exhibit B that City accept the Private Sewer as part of the City's public sanitary sewer system.
- D. City approved the construction drawings for the Private Sewer, inspected it during construction and approved the work, and City has obtained all required easements and is willing to accept the Private Sewer into City's public sewer system.

ACCEPTANCE

- 1. City hereby accepts the following sanitary sewer into City's public sanitary sewer system, to be owned, operated and maintained by City at City's expense:

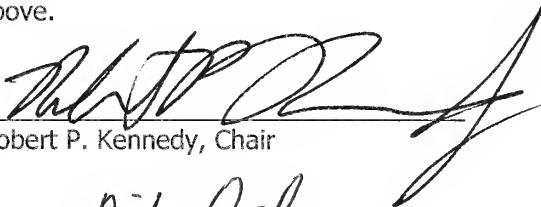
A two (2) inch diameter force main sewer pipe beginning at existing City manhole W46-075 on the east side of Young Road, running northerly a distance of approximately 990 feet to a turn, then westerly a distance of approximately 210 feet to and including Y-connection V46-091 on the Bourounis parcel, that being the point of termination. The accepted system includes approximately 1,200 linear feet of two (2) inch sewer pipe, Y-connection V46-091, and all related facilities

between manhole W46-075 and Y-connection V46-091, as generally depicted on the attached Exhibit A ("New Public Sewer").

2. Building service sewers ("Laterals").

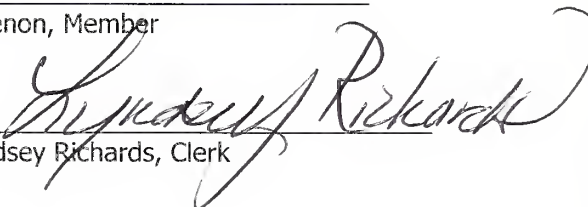
- A. The existing Laterals connected to the structures on the Bourounis parcel, 8049 Young Rd., and the Nolot parcel, 8061 Young Rd., are not included in the New Public Sewer and shall continue to be owned, operated and maintained by Bourounis and Nolot respectively. Each Lateral includes the pipe and related facilities beginning at the pipe's connection to the New Public Sewer Y-connection on the Bourounis parcel, and extending to and into the structure(s) served by the Lateral.
- B. Responsibilities for future Laterals shall be divided as follows:
1. The City shall own, operate and maintain that part of each Lateral extending from the New Public Sewer to and including the valve near the property line of the property served by the Lateral; and
 2. The owner of property served by a Lateral shall own, operate and maintain that part of the Lateral extending from the valve near the property line described in paragraph 2(B)(1) above, and extending to and into the structure(s) served by the Lateral.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, Board of Public Works has executed this Acceptance of Sanitary Sewer Facilities, and the provisions herein shall be effective, as of the date set forth above.

By: 
Robert P. Kennedy, Chair

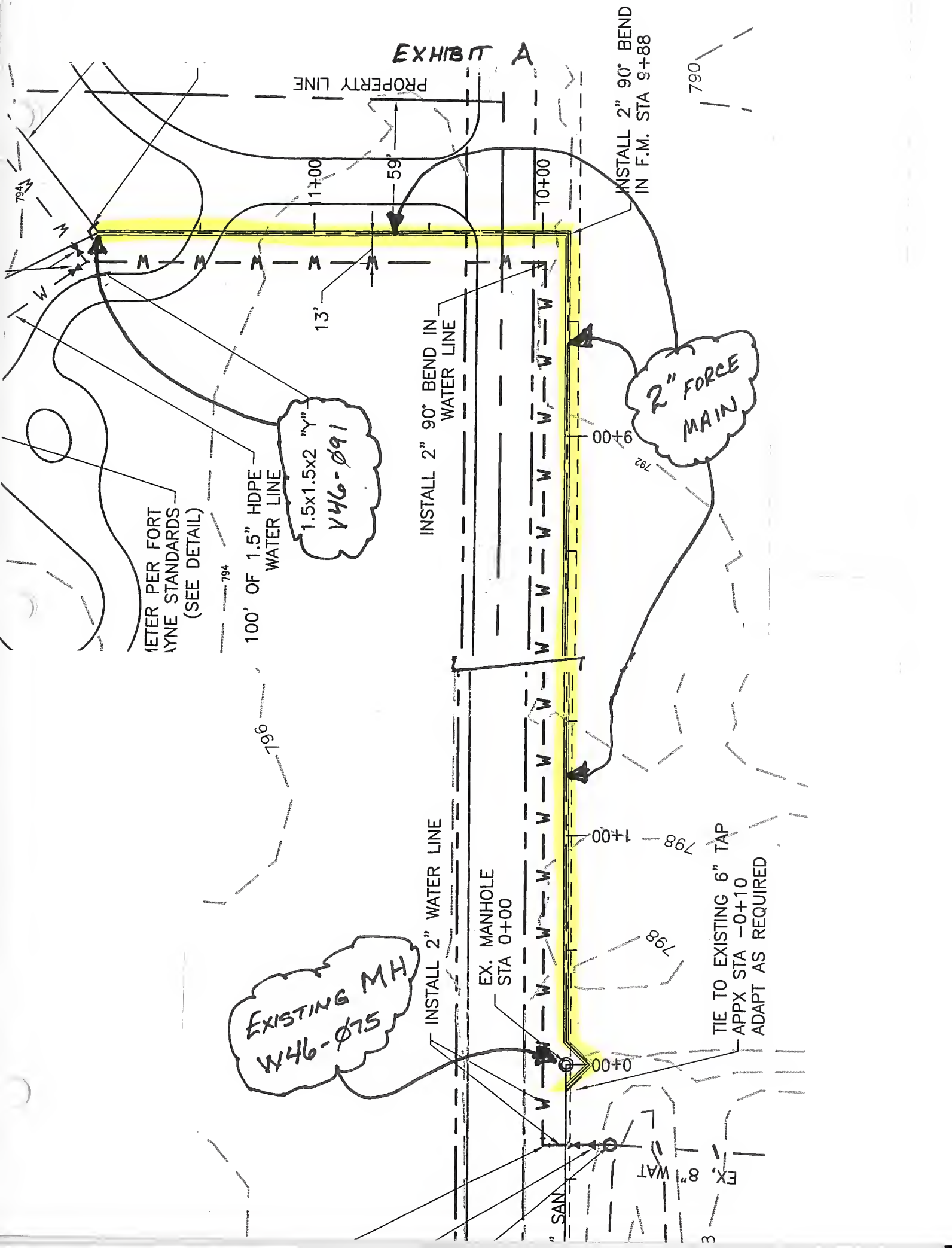
By: 
Mike Avila, Member

By: 
Kumar Menon, Member

Attest: 
Lyndsey Richards, Clerk

*This instrument prepared by Craig Berndt, Fort Wayne City Utilities,
Development Services, 200 East Berry Street, Suite 140, Fort Wayne, Indiana 46802
October 15, 2015.*

EXHIBIT A



PROPERTY LINE

1.5x1.5x2 "Y"
W46-Ø91

100' OF 1.5" HDPE
WATER LINE

METER PER FORT
LYNE STANDARDS
(SEE DETAIL)

INSTALL 2" 90° BEND IN
WATER LINE

2" FORCE
MAIN

EXISTING MH
W46-Ø75

INSTALL 2" WATER LINE

EX. MANHOLE
STA 0+00

TIE TO EXISTING 6" TAP
APPX STA -0+10
ADAPT AS REQUIRED

INSTALL 2" 90° BEND
IN F.M. STA 9+88

790

792

798

798

14+00

00+00

10+00

11+00

13'

59'

SAN

EX. 8" WAT

3

EXHIBIT B

From: Mark Nolot [<mailto:marknolot@vision-scapes.com>]
Sent: Monday, August 17, 2015 10:26 AM
To: Lisa Ramos; bouounis@frontier.com
Subject: RE: Young Rd FM Request

I am good

Thanks

Mark Nolot

Vision Scapes
(260) 485-2683

From: Panos Bourounis [<mailto:bouounis@frontier.com>]
Sent: Friday, August 14, 2015 2:45 PM
To: Lisa Ramos
Subject: Re: Young Rd FM Request

Yes I'm requesting the city to take over operating and maintaining of common 2" force main.

thank u.

Sent from my iPhone

From: Craig Berndt
Sent: Friday, August 14, 2015 12:23 PM
To: Lisa Ramos
Subject: Young Rd FM Xfer Request

We need an email from Mr. Nolot and an email from Mr. Bourounis requesting that the City accept ownership of, operate and maintain the 2" part of the FM.

Craig

RELEASE OF UTILITY EASEMENT

Indiana Tech Cunningham Center
1600 East Washington Boulevard, Fort Wayne, Indiana

Cross Reference to Deed Book 630, pages 128-130, and Documents 2008015387 and 2011000558

Board of Public Works Resolution 102-10-21-15-2
Quarter Section Map O-06

THIS Release of Utility Easement ("Release") is executed this 21 day of October, 2015, by the City of Fort Wayne, Indiana, Board of Public Works ("City"), to wit:

RECITALS

- A. Indiana Institute of Technology, Inc., is the owner ("Owner") of certain real estate located in the City of Fort Wayne, Allen County, Indiana, and recorded at Deed Book 630, pages 128-130, and at Document 2008015387 in the office of the Recorder of Allen County, Indiana ("Real Estate"), across which City obtained an easement, recorded at Document 2011000558 in the office of the Recorder of Allen County, Indiana ("Easement"), for the purpose of constructing, operating and maintaining public sanitary and storm sewers, potable water mains, and related facilities ("City Utilities").
- B. Owner has partially redeveloped the Real Estate, and has relocated the City Utilities and dedicated a new easement, all of which City has approved and accepted, and Owner has requested and City is willing to vacate and release the Easement pursuant to the terms of this Release.

RELEASE

- 1. City hereby vacates and releases unto Owner all right, title and interest in and to the utility easement described and depicted in the attached Exhibit A and recorded at Document 2011000558 in the office of the Recorder of Allen County, Indiana.

[Continued on following page]

11/1/59

11/1/59

11/1/59

11/1/59

11/1/59

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, Board of Public Works has executed this Release of Easement, and the provisions herein shall be effective, as of the date set forth above.

By:

Robert P. Kennedy
Robert P. Kennedy, Chair

By:

Mike Avila
Mike Avila, Member

By:

Kumar Menon
Kumar Menon, Member

Attest:

Lyndsey Richards
Lyndsey Richards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

) SS

COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne, Indiana, Board of Public Works, "City" herein, by Robert P. Kennedy, Mike Avila, and Kumar Menon as Members of the Board, and Lyndsey Richards, Clerk of the Board, and acknowledged the execution of the foregoing Acceptance as and for their voluntary act and deed.

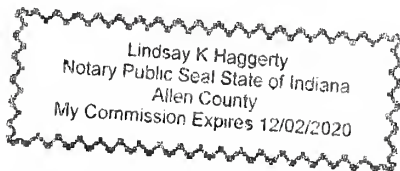
WITNESS my hand and notarial seal this 21 day of October, 20 15.

My Commission Expires: 11/01/2020

Resident of Allen County

Lindsay K Haggerty
Notary Public Signature

Lindsay K Haggerty
Printed Name



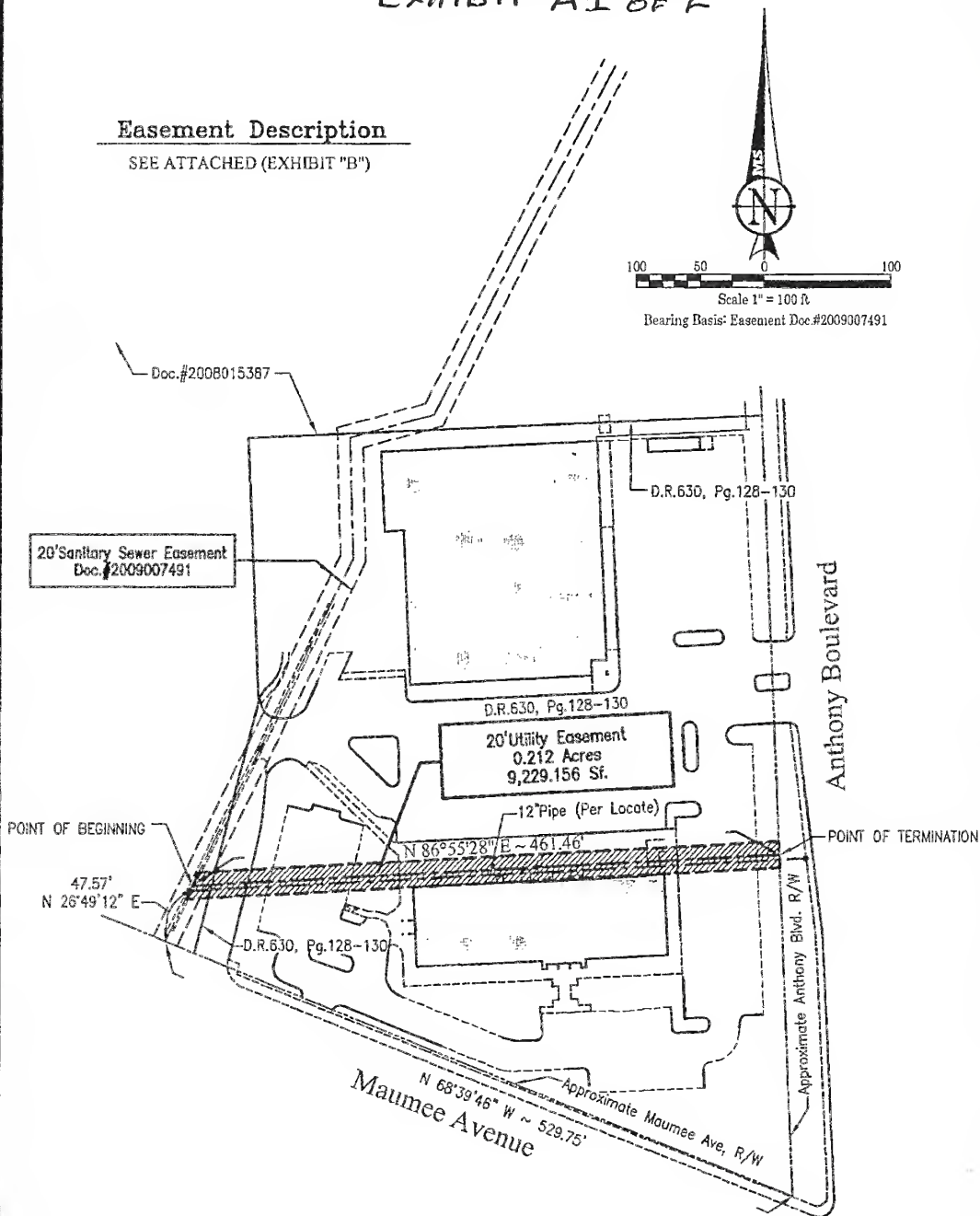
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Craig Berndt

*This instrument prepared by Craig Berndt, Fort Wayne City Utilities,
Development Services, 200 East Berry Street, Suite 140, Fort Wayne, Indiana 46802
October 15, 2015.*

EXHIBIT A1 OF 2

Easement Description

SEE ATTACHED (EXHIBIT "B")



Survey No. 10021286

County: Allen

For: Indiana Tech

Fieldwork Completed: April 19, 2010

IN WITNESS WHEREOF, I hereunto place my hand and seal this 20th day of May, 2010.

Revised: June 29, 2010

Brett R. Miller

Brett R. Miller, PLS NO. 20300059



(Drawing Name: 10021286.dwg)

EXHIBIT A-2

Miller Land Surveying, Inc.

221 Tower Drive P.O. Box 34 Monroe, IN 46772 Phone: 260-692-6166 Fax: 260-692-6242

Page 2 of 2

Easement Description 0.212 Acres

A twenty feet (20') wide utility easement, lying ten feet (10') by perpendicular measurement from the following center line, being part of the Southeast Quarter of Section 1, Township 30 North, Range 12 East, in the City of Fort Wayne, Allen County, Indiana, also being contained entirely within the boundaries of a tract of land now (or formerly) owned by Indiana Institute of Technology, Inc. and recorded as Document Number 2008015387 in the records of the Office of the Allen County, Indiana Recorder and a tract of land now (or formerly) owned by Indiana Institute of Technology, Inc. as recorded on Pages 128 – 130 of Deed Book 630 also in the records of said Recorder's Office, said centerline being more particularly described as follows:

Commencing at the point of intersection of the North line of Maumee Avenue and the West line of Anthony Boulevard; thence North 68 degrees 39 minutes 46 seconds West (Document Number 2009007491 bearing and basis of bearings to follow), a distance of 529.75 feet along the North line of said Maumee Avenue to the centerline of a twenty feet (20') wide sanitary sewer easement described in Document Number 2009007491 in the records of the Office of the Allen county, Indiana Recorder; thence North 26 degrees 49 minutes 12 seconds East, a distance of 47.57 feet along said centerline to the POINT OF BEGINNING of the herein described utility easement; thence North 86 degrees 55 minutes 28 seconds East, a distance of 461.46 feet to the Point of Termination on the West line of Anthony Boulevard. The side lines are to be shortened or extended to terminate on the West line of said Anthony Boulevard.

Survey Job #10021286
Date: May 20, 2010
Revised: June 29, 2010
Miller Land Surveying, Inc.

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,
APPROPRIATING AN EASEMENT INTEREST
IN CERTAIN REAL PROPERTY
FOR USE BY THE CITY OF FORT WAYNE, INDIANA,
FOR THE CONSTRUCTION OF THE
KRAMER DITCH DRAINAGE IMPROVEMENTS**

RESOLUTION NUMBER 102-10-21-15-3

WHEREAS, the Board of Public Works ("Board") of the City of Fort Wayne, Indiana ("City"), finds it necessary to reconstruct a portion of the Kramer Ditch storm drainage system to adequately protect property, public health, and welfare in the Concordia Gardens – Concordia Woods neighborhoods; and

WHEREAS, the Board finds it necessary to appropriate an easement interest in certain real property to further such improvement; and

WHEREAS, the Board has prepared maps, plans, specifications and drawings with full details and descriptions for the proposed work, which is entitled the Kramer Ditch Drainage Improvements ("Project"); and

WHEREAS, the Board has prepared a description of all property rights necessary to be appropriated in connection with the proposed work and the manner in which the rights are to be obtained along with a description of any other property that may be injuriously affected together with the estimated cost thereof; and

WHEREAS, in order to continue the Project, it is necessary to condemn and appropriate easement interests in certain real property along the Project route, and IC 32-24-2, Procedures for Cities and Towns, provides a mechanism pursuant to which the Board may proceed with such Project and appropriation; and

WHEREAS, the Board has named the affected property, the owner and the respective interests in the property sought to be taken hereby, which is attached hereto as Exhibit 1; and

WHEREAS, IC 32-24-2-6(b) requires the Board to adopt this resolution and set an administrative hearing upon the resolution, publish notice of said hearing for two consecutive weeks, one time each week, in accordance with IC 32-24-2-6(b) and mail a notice to each property owner. In such notices, the Board shall state that it shall hear all persons interested in the proceedings and all persons filing written remonstrance with regard to the resolution. After such time the Board shall, pursuant to IC 32-24-2-6(c), take action to confirm, modify or reject the resolution.

A RESOLUTION OF THE BOARD
OF THE CITY OF NEW YORK
APPROVED BY THE BOARD
ON THE 10TH DAY OF
JANUARY 1901
IN SENATE
JANUARY 10 1901

INTRODUCED
BY
SENATOR

SENATOR
SENATOR

SENATOR
SENATOR
SENATOR
SENATOR
SENATOR

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby declares the Project is necessary for the protection of the public health and welfare of the inhabitants of the City of Fort Wayne, Indiana, and the safeguarding of property within the Project area.
2. That the Board hereby declares that the Project is of benefit to the public.
3. That the Board hereby declares that it is necessary to obtain the easement interest described on Exhibit 1 attached hereto in order to complete the Project and hereby appropriates such interests.
4. That the Board sets Wednesday, November 18, 2015, at 9:30 A.M. as the date, time and place at which the Board shall hear all persons interested in the proceedings and all person filing written remonstrance with regard to the resolution.
5. That at the next regularly scheduled Board meeting, occurring one week after the hearing date set herein, the Board shall take final action to confirm, modify or reject this resolution.
6. That the Clerk of the Board shall and hereby is directed and authorized to publish notice of the hearing in accordance with IC 32-24-2-6(b) and mail notice of said hearing on remonstrance to those persons listed on Exhibit 1 attached hereto.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURE PAGE & EXHIBIT TO FOLLOW)

NOTES OF THE CITY OF BOSTON

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THE CITY OF BOSTON

THE CITY OF BOSTON

APPROVED this 21st day of October, 2015.

BOARD OF PUBLIC WORKS

By: _____

Robert P. Kennedy, Chair

By: _____

Kumar Menon, Member

By: _____

Mike Avila, Member

Attest: _____

Lyndsey L. Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA

)

)

SS

COUNTY OF ALLEN

)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Lyndsey L. Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of October, 2015.

My Commission Expires:

12/01/2020

Lindsay K. Hagermy
Notary Public

Resident of Allen County

Lindsay K. Hagermy
Printed Name of Notary

EXHIBIT 1

Page 1 of 2

PROPERTY OWNER NAMES AND MAILING ADDRESSES—Parcel No. 1 of 1:

Adam Johnson
6805 Woodbrook Drive
Fort Wayne, IN 46825-3958

AFFECTED PROPERTY ADDRESS:

6805 Woodbrook Drive, Fort Wayne, Indiana 46825-3958

PARCEL TAX I.D. NUMBER: 02-08-18-253-005.000-072

LEGAL DESCRIPTION OF AFFECTED PARCEL (per latest deed recorded as Document Number 204000528 in the Office of the Recorder of Allen County, Indiana):

Lot Number 293 in Concordia Gardens, Section "G," according to the plat thereof as recorded in Plat Book 26, pages 23-25 in the Office of the Recorder of Allen County, Indiana.

INTEREST TO BE ACQUIRED: Temporary Construction Easement

LEGAL DESCRIPTION OF TEMPORARY EASEMENT:

The northeasterly 15 feet and the northwesterly 32 feet of the southwesterly 85 feet of Lot Number 293 in Concordia Gardens, Section "G," according to the plat thereof as recorded in Plat Book 26, pages 23-25 in the Office of the Recorder of Allen County, Indiana.

SIZE OF TEMPORARY EASEMENT:

0.111 acre (4,820 square feet), more or less.

EASEMENT PLAT

Prepared for the City of Fort Wayne
Parcel #4 - Adam Johnson

Prepared By:

9017 Coldwater Rd., Suite 500 Ph: (260) 485-7077
Fort Wayne, IN 46825 Fax: (260) 485-7071
WWW.AZ-ENGINEERING.NET

EXHIBIT "B"



Temporary Easement



4,820 S.F., 0.111 Ac. +/-

NOTE:

The basis of bearings and calculated dimensions shown on this exhibit are based upon the platted dimensions for the servient tenement, the Allen County/City of Fort Wayne iMap GIS, and a Topographic Survey of the subject area performed by Apex Consulting and Surveying..

The recorded plat of Concordia Gardens, Sec. "G" (P.B.26 PG. 23-25) does not mathematically close by 23.88 ft. in the north-south direction & 11.08 ft. in the east-west direction.

The existing buildings, structures, fences, pools, etc., as shown on this document, are based upon those location identified in the aforementioned "Apex" survey.

A Title Encumbrance Report was not provided for the servient tenement.

The proposed easement location, configuration, size, and width was determined by the City of Fort Wayne.

In accordance with 865 IAC 1-12-12-f, this exhibit is not intended to be represented as a retracement or original boundary survey, a route survey and/or a surveyor location report.

Pt. of Lot #293 in Concordia Gardens, Sec. "G"
St. Joseph Civil Township, Allen Co., IN

Parcel #02-08-18-253-005.000-072

Sheet 2 of 2

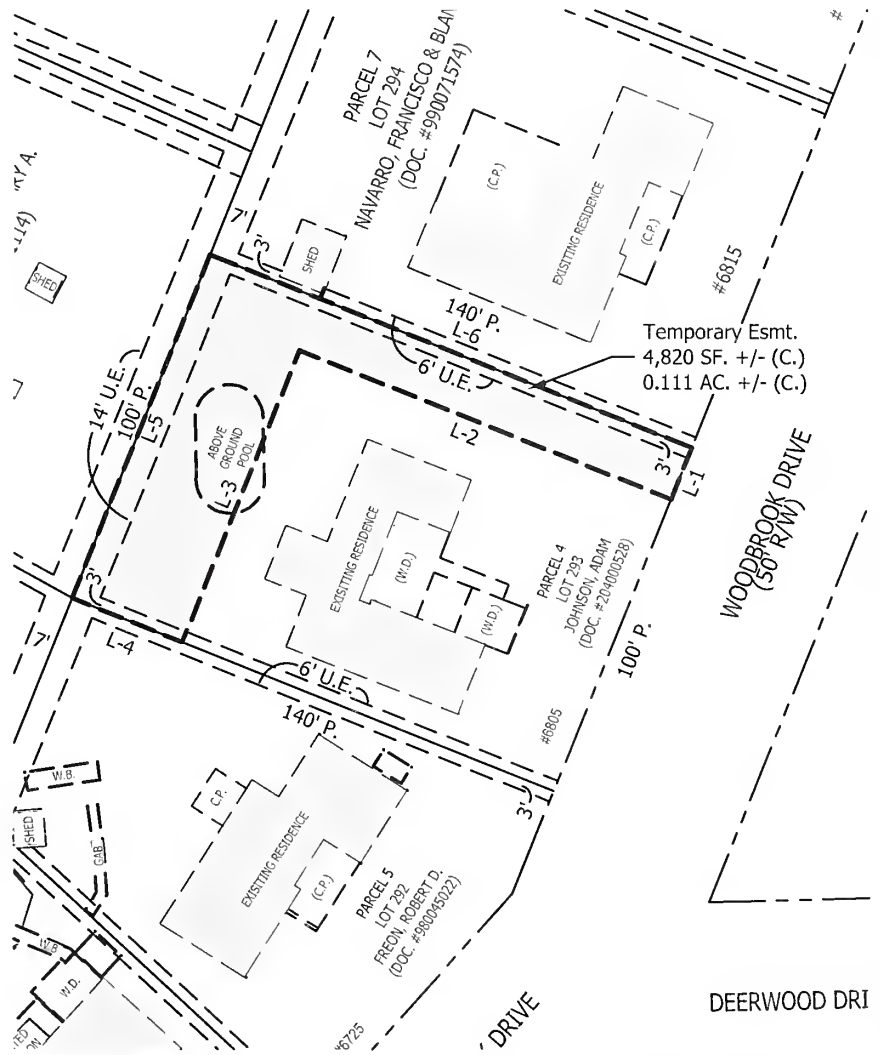
(See Sheet 1 for legal description)

LINE TABLE

L-1: S 21°49'22" W ~ 15.00' C.
L-2: N 68°10'38" W ~ 108.00' C.
L-3: S 21°49'22" W ~ 85.00' C.
L-4: N 68°10'38" W ~ 32.00' C.
L-5: N 21°49'22" E ~ 100.00' C.
L-6: S 68°10'38" E ~ 140.00' C.

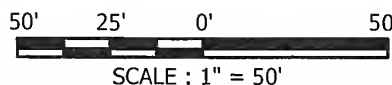
LEGEND

C. = calculated dimension
R. = recorded dimension
P. = platted dimension
C.P. = concrete porch
W.D. = wood deck
U.E. = platted utility easement
Esmt. = easement
SF = square feet
AC. = acres



IN WITNESS WHEREOF, I hereunto place my hand and seal this 30th day of May, 2015. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Aaron E. Springer, P.S.
Indiana Registered Land Surveyor No. LS20000228



SCALE : 1" = 50'

Property Address:
6805 Woodbrook Drive
Fort Wayne, IN 46825

Job No. 14-407

EASEMENT PLAT

THIS EASEMENT PLAT WAS PREPARED BY THE
LAND SURVEYOR OF THE COUNTY OF
TARRANT, TEXAS, AND IS A TRUE AND CORRECT
COPY OF THE ORIGINAL PLAT ON FILE IN THE
OFFICE OF THE COUNTY CLERK OF SAID COUNTY.

WITNESSED MY HAND AND SEAL OF OFFICE
THIS 15th DAY OF MAY, 1907.

NOTARY PUBLIC

My Comm. Expires

March 1st, 1908

County of Tarrant, Texas

My Comm. Expires

March 1st, 1908

County of Tarrant, Texas

My Comm. Expires

March 1st, 1908

County of Tarrant, Texas

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County of Tarrant, Texas

My Comm. Expires

March 1st, 1908

County of Tarrant, Texas

RELEASE OF UTILITY FACILITIES

Board of Public Works Resolution 102-10-14-15-1 *
Quarter Section Map D-02

THIS Release of Utility Facilities ("Release") is executed this 14 day of October, 2015, by the City of Fort Wayne, Indiana, Board of Public Works ("City"), to wit:

RECITALS

- A. Speedway LLC ("Speedway") owns the property located at 6205 Illinois Rd., Ft. Wayne, which Speedway is in the process of reconstructing, and which reconstruction requires relocation and partial abandonment of a public sanitary sewer pipe and related facilities that serve only the Speedway property.
- B. Speedway has agreed by the attached Exhibit A, and following City's release of the sanitary sewer facilities shown on the attached Exhibit B, to own, operate and maintain the remaining part of the former public sanitary sewer.

RELEASE

- 1. City hereby vacates and releases unto Speedway LLC the sanitary sewer pipe and related facilities beginning at but excluding structure D02-010, extending north to and including structure D02-009, easterly to and including structure D02-008, and southeasterly to and including structure D02-007.

Structure D02-010 is not vacated and shall remain part of the City's public sanitary sewer system.

- 2. The released sanitary sewer described in the preceding paragraph 1 has with City approval been modified by Speedway LLC as reflected in the attached Exhibit A-2, and Speedway LLC will henceforth own, operate and maintain that part of the sanitary sewer lying north of structure D02-010 (manhole "19" on Exhibit A-2) as shown on said Exhibit A-2.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, Board of Public Works has executed this Release of Utility Facilities as of the date set forth above.

By: Absent
Robert P. Kennedy, Chair

By: Mike Avila
Mike Avila, Member

By: [Signature]
Kumar Menon, Member

Attest: Lyndsey Richards
Lyndsey Richards, Clerk

This instrument prepared by Craig Berndt, Fort Wayne City Utilities, Development Services.



Gregory S. Whitman
Director, Real Estate
& Operations Planning

Speedway LLC

500 Speedway Drive
Enon, Ohio 45323
Telephone 937-863-6062
GSWhitman@speedway.com

October 2, 2015

CITY OF FT. WAYNE
Attn: Ms. Lisa M. Ramos
Citizens Square Building
200 East Berry Street, Suite 210
Fort Wayne, IN 46802

RE: Speedway #5161
6205 Illinois Rd
Fort Wayne IN, 46804-5667
(Sanitary Sewer)

RECEIVED
OCT 02 2015
DEVELOPMENT
SERVICES

Dear Ms. Ramos:

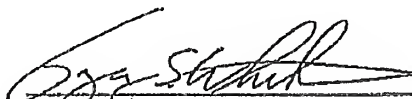
Per to the recent discussions between our Construction group and yourself, this will confirm that Speedway LLC will accept ownership and maintenance of the 8" sanitary main north of MH D02 010 (shown by #19 on the enclosed "Speedway 5161 Fort Wayne Utility Drawing"). Manhole D02 010, however, will remain a public manhole.

If you have any questions, please contact Mr. Kerry Trombley at 419-421-4820 ext.226.

Thank you.

Sincerely,

SPEEDWAY LLC


Gregory S. Whitman
Dir. Real Estate and Operations Planning

c.c. K. Trombley
K. Lewis





Office of
City of
Administration
City of
2000
Los Angeles

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EXHIBIT A-2

INSTRUMENT #2040315
USA MEDICAL PROPERTIES IRVING
ZONED C2

BUILDING

15' EASEMENT PER PLAT

14' UTILITY EASEMENT PER PLAT

15' SANITARY SEWER EA
PER PLAT

SPEEDWAY LLC
SANITARY SEWER

CITY
MANHOLE
DØ2-Ø1Ø

NORTH

32

98' OF 6" PVC

ROOF DRAIN
INV=816.82

ROOF DRAIN
INV=817.80

BUILDING C4600-R V1.0
96'-0" x 48'-0"
FFE = 821.50

ROOF DRAIN
INV=816.31

ROOF DRAIN
INV=818.31

EXISTING SANITARY

PROPOSED SANITARY DROP
MANHOLE. SEE DETAIL ON
SHEET 5161-CU4

STR 204 - WQ BYPASS
MANHOLE. SEE DET.
THIS SHEET

STR 205 - ENV.
CATCH BASIN. SEE
DET ON SHEET
5161-CU3

C12

B6 TYP

B3

A11

192' OF 6" PVC @1.0%

B1, B6 TYP

C.O. INV= 816.45

IV= 814.55

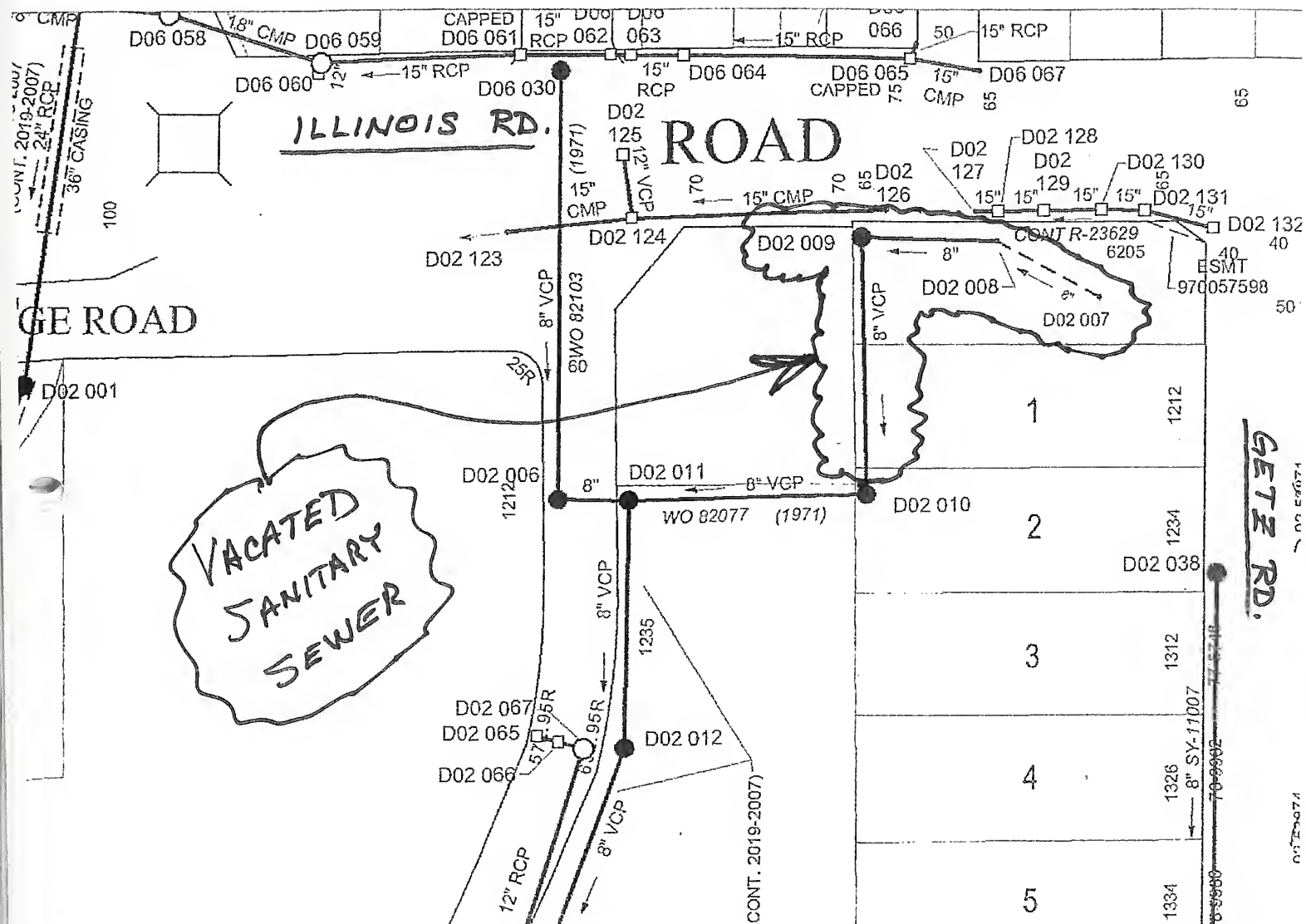
1 A 4 5 6 7 8 9 10 11 TYP

B3

209

B4

CEC



1000 1000

GE ROAD

1000 1000

1000 1000

**Mardego Hills Add.
Storm Drainage Improvements – Phase II
RESOLUTION NO. 83305**

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 2,100 LF of 12" – 24" storm sewer pipes, and all appurtenant drainage structures and swales associated with the storm drainage improvements in the in Mardego Hills Addition.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled: Mardego Hills Add. Storm Drainage Improvements – Phase II.

Declares the cost of the said improvements shall be paid by the Fort Wayne Storm Utility and Civil City.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Stormwater Management will acquire the property rights described in Attachment "A" (Easement Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is \$330,000.

APPROVED THIS 14 DAY OF October, 2015.

Board of Stormwater Management

BY: Absent
Robert P. Kennedy, Chair

BY: Mike Avila
Mike Avila, Member

BY: Matthew A. Wirtz
Matthew A. Wirtz, Member

ATTEST: Lyndsey Richards
Lyndsey Richards, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

Project Name: Mardego Hills Add. Drainage Improvements - Phase II

PROPERTY ADDRESS AND NAME	PURCHASE TYPE	PURCHASE PRICE	STATUS
10806 E. Rosewood Circle - Ford, Larry and Rebecca	Easement	\$1,500	Purchased
10800 block E. Rosewood Circle - Dupont Retirement, LLC	Easement	\$1,500	Purchased
445 E. DuPont Rd. - DuPont Village West, LLC	Easement	\$44,000	Purchased

TOTAL: \$47,000

Attachment "A"

Exemption Account
Page 1 of 1

NAME	DATE
ADDRESS	DATE
CITY	DATE
STATE	DATE
ZIP	DATE

Rolling Mills Regulator Improvements
RESOLUTION NO. 75811

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

Improvements to combined sewer overflow (CSO) regulator J02089 (Rolling Mills Regulator) that will allow more for more flow to be treated at the Water Pollution Control Plant, reduce CSO overflows to the St. Mary's River, prevent river intrusion at this outfall. The project will include improvements to the existing CSO regulator, replacing the existing outfall pipe and headwall, installing sewer pipe and manholes, backwater flow valve; floatables baffle system, and flow meters to be able to view/monitor sewer flows at this location in real time.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Rolling Mills Regulator Improvements**.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$1,080,000.00.

APPROVED THIS 21 DAY OF October, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chair

BY: _____

Kumar Menon, Member

BY: _____

Mike Avila, Member

ATTEST: _____

Lyndsey L. Richards, Clerk

Fairfax Floatables Control Structure Improvements
RESOLUTION NO. 76168

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

To remove structure L19 288's damaged hatches, replace with H-20 load rating hatches and to complete improvements to the floatables control structure.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Fairfax Floatables Control Structure Improvements.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$35,000.00.

APPROVED THIS 21 DAY OF October, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Ayila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

Public Relations Section
New York University

REPORT BY THE BOARD

To the Board of Directors
of the Corporation

and to the
Shareholders

For the year
ended December 31, 1964

The Board of Directors
of the Corporation

has the honor
to submit to you

the following
report on the

operations of the
Corporation

[Handwritten signature]

for the year
ended December 31, 1964

The Board of Directors
of the Corporation

has the honor
to submit to you

the following
report on the

operations of the
Corporation

Northlawn and Vance Drainage Improvements
RESOLUTION NO. 76176

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project consists of installing a trench drain, approximately 90 L.F. of 12" storm sewer and 2 structures at 3302 Addison Avenue and approximately 90 L.F. of 12" pipe and a structure at Vance and Oswego.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Northlawn and Vance Drainage Improvements.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

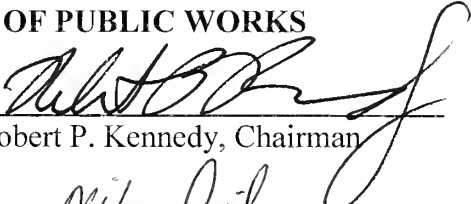
Declares that this project is of public utility benefit.

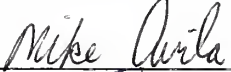
States there are no cost associated with the purchase of any land associated with this project.

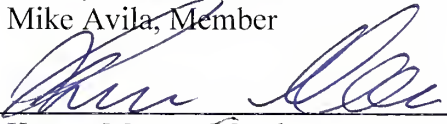
Declares the engineer's estimate of the project's total cost is \$50,000.00.

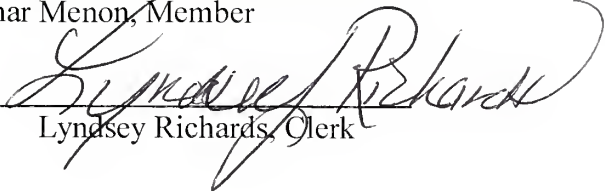
APPROVED THIS 21 **DAY OF** October, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lindsey Richards, Clerk

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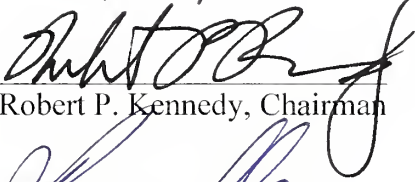
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(Kearney)

Approval of Improvement Resolution #102-10-28-15-1, 2015 Asphalt Cut Repair Services for City Utilities. Includes Cut Repairs from Main Breaks and other excavations.

BOARD OF PUBLIC WORKS

Date: 10/28/15

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

Department of Internal Medicine
San Jose State University
San Jose, California

Dr. J. H. ...
San Jose, California

CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR REPAIRS TO FORT WAYNE UTILITY SYSTEMS

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt top coat per City street specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues with traffic... All repairs are to be made to the Transportation Engineering Standards dated 8-27-15

It is the intent of the Utility, for purposes of emergencies, to have a list of available contractor(s) names, emergency numbers, and equipment accessible to the Utility.

Term of agreement: **January 1, 2016** through **December 31, 2016**, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Street Standards and Specifications. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with Asphalt installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

Repair Materials:

All materials used in the repair of the cut will be the responsibility of the Contractor.

Spoil from the cut shall be disposed of at the Biosolids Facility on Lake Avenue for materials that were removed from cuts that occurred after normal working hours. If access is not established to these sites then spoils can be dumped at the Maintenance Department yards if authorized by Utility personnel.

Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. **Lowest rates per Sq Ft price quote; based on 50 sq ft and smaller, 51 to 100 sq ft, and 101 sq ft or larger**
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof. And all work will be performed to comply with Transportation Engineering's Standards dated 8-27-15.

Contractor's Name

Contractor's Address

Contractor Name's/Title (please print)

Contractor's Signature

(Date)

Contractor to complete below Exhibits:

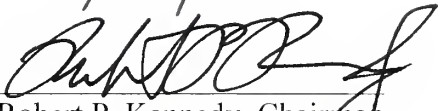
EXHIBIT A – CONTRACTOR CONTACT INFORMATION

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>

Approval of Improvement Resolution #102-10-28-15-1, 2015 Asphalt Cut Repair Services for City Utilities. Includes Cut Repairs from Main Breaks and other excavations.

BOARD OF PUBLIC WORKS

Date: 10/28/15

BY: 
Robert P. Kennedy, Chairman

BY: 
Kumar Menon, Member

BY: 
Mike Avila, Member

ATTEST: 
Lyndsey Richards, Clerk

Handwritten text at the top right, possibly a header or title, which is mostly illegible due to fading.

Handwritten text in the middle left area, appearing to be a signature or a set of initials.

CITY UTILITIES ANNUAL ON-CALL EMERGENCY CONSTRUCTION SERVICES

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR REPAIRS TO FORT WAYNE UTILITY SYSTEMS

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. Such repairs may include, sawing the original cut, excavating cold patch and fill, adding and compacting binder and Asphalt top coat per City street specifications, to bring the repair back to specification and proper level with minimal level differential to cause issues with traffic... All repairs are to be made to the Transportation Engineering Standards dated 8-27-15

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Contractor Responsibilities:

The contractor shall furnish equipment as necessary to complete the repairs as outlined by Utility Maintenance staff or Utility Engineering. One or more pieces of fully operated equipment, as deemed necessary by the Utility including operator, complete maintenance, insurance, fuel and oil may be needed for the work to be performed. Equipment shall meet all requirements necessary for safe and efficient operation, as determined by Utility Maintenance staffs.

In emergency situations needing immediate attention and work, requests for locates may be called into Indiana Underground Plant Protection (IUPPS) by Water Maintenance & Service or Water Pollution Control Maintenance Departments prior to calling a contractor. The Contractor will be notified as to the status of the locate request. This in no way relieves the liability of the contractor for damaging utilities. The contractor shall not commence excavation until all utilities have located their facilities. On planned / scheduled work, the contractor shall be required to contact IUPPS with the pertinent information regarding the proposed excavation.

The contractor shall furnish experienced and competent operators, laborers, and supervisors having sufficient knowledge of Fort Wayne Utility Standards and Specifications and Street Standards and Specifications. Supervisors/forepersons shall be able to follow verbal and/or written instructions on the type of repairs required. Laborers shall be experienced with Asphalt installation and repair techniques. All operators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations for trenching and shoring. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

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Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

Equipment under contract shall be subject to call any time of the day or night. Equipment shall be delivered by the contractor to a location as specified by the Utility.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment shall run from the time of acceptance of the assignment, as long as the time of arrival to the job site from the time of the verbal acceptance is not longer than one (1) hour. If this time exceeds one (1) hour, that excess time will not be accepted for payment by the Utility. The designated work site shall be specified by the Utility. Time clock for payment will terminate when equipment is released by the Utility. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

Contract Compliance

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The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest rates per Sq Ft price quote; based on 50 sq ft and smaller, 51 to 100 sq ft, and 101 sq ft or larger
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary to complete work based on Square ft of repair at the price indicated in their quote, hereto and made a part hereof. And all work will be performed to comply with Transportation Engineering's Standards dated 8-27-15.

Robbro
Contractor's Name

Robbo 9302
Contractor's Address

FOREMAN
Contractor Name's Title (please print)

[Signature]
Contractor's Signature

11-23-15
(Date)

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>
<u>Skip Chambers</u>	<u>410-66176</u>			

**THREE RIVERS FILTRATION PLANT
Lab Building HVAC Improvement Project
RESOLUTION NO. 66199**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of a new Roof-Top HVAC system and Building Energy Management System for the Three Rivers Filtration Plant's Lab Building

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "THREE RIVERS FILTRATION PLANT LAB BUILDING HVAC IMPROVEMENT PROJECT" prepared by Design Collaborative.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is \$789,800.00.

APPROVED THIS 28 DAY OF October, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Kumar Menon, Member

BY: _____

Mike Avila, Member

ATTEST: _____

Lindsey Richards, Clerk

THREE RIVER
FAB 1964
10/2

RESOLUTION BY THE BOARD OF DIRECTORS

That the Board of Directors of the
Company do hereby

and approve the
and sponsor the
IMPROVEMENT

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for the

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**Covington Tank Improvements
RESOLUTION NO. 66436**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of a tank mixer in the Covington Tank.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Covington Tank Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is \$77,500.

APPROVED THIS 28 DAY OF October, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Ayila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

**Kramer Ditch Drainage Improvements
RESOLUTION NO. 83384**

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The project consists of abandoning approximately 260 LF of the existing Kramer Ditch between the rear yards of 6715 and 6725 Woodbrook Drive. The proposed channel will be relocated to the north on 2206 Parkland Drive to approximately 180 LF in length to connect the existing ditch. 280 LF of the newly constructed channel and the existing channel will be armored with gabion baskets on each bank. Additionally, approximately 160 LF of a high overflow channel will be installed along the rear yard of 2126 Parkland Drive.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Kramer Ditch Drainage Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

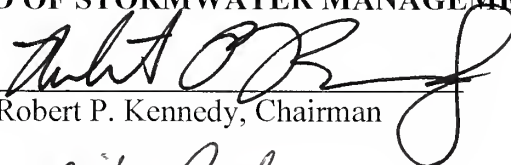
Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is \$315,000.

APPROVED THIS 28 DAY OF October, 2015.

BOARD OF STORMWATER MANAGEMENT

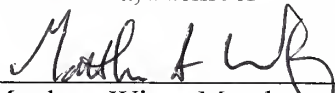
BY:


Robert P. Kennedy, Chairman

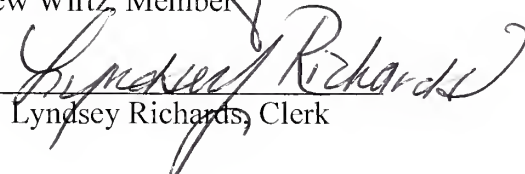
BY:


Mike Avila, Member

BY:


Matthew Wirtz, Member

ATTEST:


Lynndsey Richards, Clerk

Attachment 1 PROPERTY ACQUISITION SUMMARY - 83384 Kramer Ditch Drainage Improvements

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Charles B. & Sue L. Miller	2126 Parkland Dr., Fort Wayne, IN 46825			X	X	Lot 22 Concordia Woods	
2	David P. & Joan L. Sholl	2206 Parkland Dr., Fort Wayne, IN 46825			X	X	Lot 23 Concordia Woods	
3	James C. & Mary A. Schmutz	2210 Parkland Dr., Fort Wayne, IN 46825			X	X	Lot 24 Concordia Woods	
4	Adam Johnson	6805 Woodbrook Dr., Fort Wayne, IN 46825				X	Lot 293 Concordia Gardens	
5	Robert D. Freon	6725 Woodbrook Dr., Fort Wayne, IN 46825				X	Lot 292 Concordia Gardens	
6	Kristen Bobbay & Merle Brown	6715 Woodbrook Dr., Fort Wayne, IN 46825				X	Lot 291 Concordia Gardens	
7	Peter Jr. & Virginia K. Paul	6703 Woodbrook Dr., Fort Wayne, IN 46825				X	Lot 289 & 290 Concordia Gardens	
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**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA,
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF
5240 MOUNT VERNON PARK DRIVE,
FORT WAYNE, INDIANA, 46802**

RESOLUTION NUMBER 102-11-18-15-1

WHEREAS, the City of Fort Wayne (the "City") has an ongoing program of purchasing properties critical to its Capital Improvement Program; and

WHEREAS, the City has need for the property located commonly known as 5240 Mount Vernon Park Drive, Fort Wayne, Indiana, 46806, also known as Lot 239 in Mount Vernon Park Addition, Section 3, to the City of Fort Wayne, according to the plat thereof recorded in Plat Record 18, page 149 (the "Real Estate") in the Office of the Recorder of Allen County, Indiana (the "Office of the Recorder"), as depicted on Exhibit "A" attached hereto and incorporated herein, for the construction of a satellite storage facility to bring the Combined Sewer Overflow (CSO) Structure Number 54 into compliance with the Consent Decree; and

WHEREAS, the City wishes to purchase from the Allen County Community Development Corporation (the "ACCDC") the Real Estate which the ACCDC obtained title to via a Tax Title Deed recorded in Document Number 206064220 in the Office of the Recorder; and

WHEREAS, ACCDC has voluntarily elected to sell the Real Estate to the City; and

WHEREAS, the agreed purchase price is Two Hundred Ninety and No/100 Dollars (\$290.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

SECTION 1. The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the price of Two Hundred Ninety and No/100 Dollars (\$290.00) is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

BOARD OF PUBLIC WORKS

BY:

Robert P. Kennedy, Chairman

BY:

Kumar Menon, Member

BY:

Mike Avila, Member

ATTEST:

Lyndsey Richards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

WITNESS my hand and notarial seal this 18th day of November, 2015.

My Commission Expires:

12/07/2020

Lindsay K Haggerty
Notary Public

Notary Public

Resident of Alber County

Printed Name of Notary





Exhibit "A" - 5240 Mount Vernon Park Drive



Proposed Site for Equalization Tank:
5240 Mount Vernon Park Drive

Date: 11/16/2015

Alaska's water supply and distribution have been explored in the context of its water. Alaska County does not warrant or guarantee the accuracy of the information provided herein and the data is not to be used for any other purpose. © 2014 State of Alaska Department of the Environment, North American Council 1993. These Plans are for informational purposes only.

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,
APPROVING AN ENCROACHMENT AGREEMENT
AT 10622 MAIN STREET, LEO-CEDARVILLE, INDIANA
RESOLUTION NUMBER 102-11-18-15-2**

RECITALS

Whereas, the City of Fort Wayne ("Grantor") owns the fee simple interest in two parcels of land (hereinafter referred to collectively as "Grantor Parcel") located on the shores of the Saint Joseph River ("River") being legally described as Lots 73 and 74 in the Plat of Hamilton, now Town of Leo-Cedarville, Allen County, Indiana; and

Whereas, Sheryl Ann Miller (Grantee) owns the fee simple interest in Lots 71 and 72 in the Plat of Hamilton, commonly known as 10622 Main Street, in the Town of Leo-Cedarville, Allen County, Indiana (hereinafter referred to collectively as "Grantee Parcel"); and

Whereas, a prior property boundary survey, supplied by Grantee, depicts the following encroachments onto Grantor Parcel: [1] Garage (28 feet by 32 feet) which encroaches by approximately 10.3 feet; [2] Shed (9 feet by 14 feet) which encroaches by approximately 19.1 feet; and [3] Asphalt drive way which encroaches from a minimum of 10.3 feet up to a maximum of 32 feet, approximately (collectively referred to as "Encroachments"), and depicted on Exhibit "A" attached hereto and incorporated herein by reference; and

Whereas, additional encroachments owned by the Grantee Parcel have been observed to also exist on the Grantor Parcel consisting of a stone walking path, stone fire pit, steps leading down to the River, pier and boat lift (also collectively referred to as "Encroachments" together with those referenced above).

Whereas, Grantee has requested this Encroachment Agreement ("Agreement") to document the presence of the Encroachments.

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows:

1. **TERMS AND CONDITIONS:** The Board hereby grants a Permanent License (the "License") to Grantee for the continued existence of the Encroachments, subject to the following conditions:
 - a. The Board hereby authorizes DeWayne J. Nodine, Program Manager, Capital Project Services, Fort Wayne City Utilities Engineering to sign, in the name of and on behalf of the Board, any additional documents associated with the grant of the License, if needed.

- b. This License shall run with the land, and shall be recorded by Grantor after approval by the Board, so that future owners of both the Grantee Parcel and the Grantor Parcel, respectively, shall be bound by the terms of the Agreement; and
 - c. The License is for the continued existence and use of the Encroachments by Grantee, but for no other purposes; and
 - d. The Encroachments shall not be increased in size in any manner; and
 - e. If any Encroachment(s) is/ are destroyed beyond seventy (70) percent of its/their individual replacement value(s) at the time of destruction, Grantee shall remove the Encroachment(s) from the Grantor Parcel and Grantor shall have no further obligation to allow that Encroachment(s); and
 - f. Grantee agrees to indemnify and hold Grantor harmless from any and all loss and damage to persons or property that may result from the Encroachments, and Grantees use of the Grantor Parcel; and
 - g. Grantee waives any claim of ownership and agrees to not assert any claim of ownership in the future to any part of the Grantor Parcel; and
2. **LEGAL JURISDICTION:** This Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon both Grantor and Grantee, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
3. **LEGAL FEES:** A party to this Agreement who prevails in any legal proceeding against any other party brought in regard to this Agreement shall be allowed to recover court costs and reasonable attorney's fees from the other party, to the extent permitted by law.
4. **SAVINGS CLAUSE:** If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Agreement.

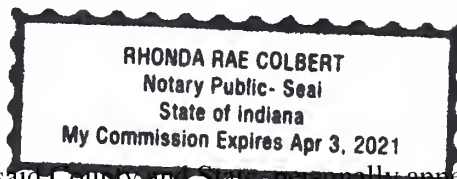
(Remainder of this page intentionally left blank – signature pages to follow.)

GRANTEE: Sheryl Ann Miller

Signature: [Handwritten Signature]
Sheryl Ann Miller

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)



Before me, a Notary Public in and for said County and State, personally appeared **Sheryl Ann Miller**, and acknowledged the execution of the foregoing **Encroachment Agreement** as a voluntary act and deed for the uses and purposes therein contained.

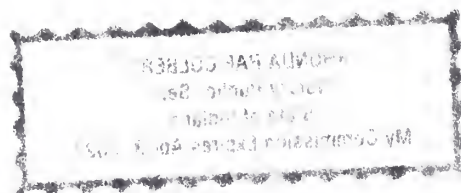
WITNESS my hand and seal this 11 day of November, 2015.

[Handwritten Signature]
Notary Public Signature

RHONDA RAE COLBERT
Notary Public Printed Name

My Commission Expires: 4-3-21

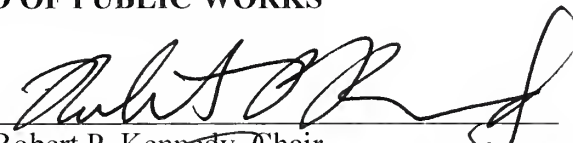
My County of Residence: Allen

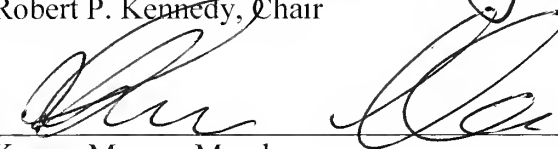


This Resolution and Agreement shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 18th day of November, 2015.

BOARD OF PUBLIC WORKS

By: 
Robert P. Kennedy, Chair

By: 
Kumar Menon, Member

By: 
Mike Avila, Member

Attest: 
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18th day of November, 2015.

My Commission Expires:

12/10/2016

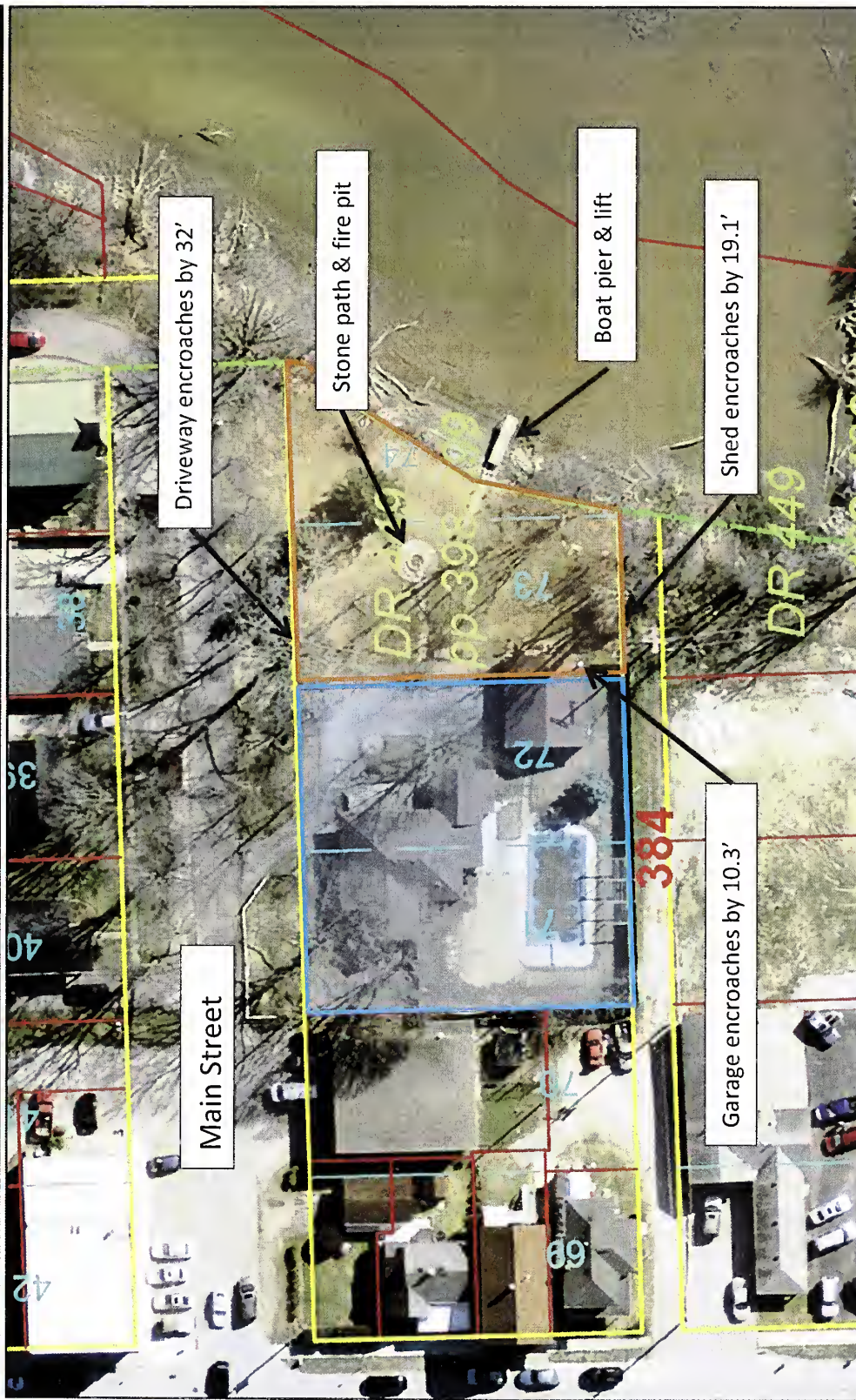

Notary Public

Resident of Allen County

Lindsay K Huff
Printed Name of Notary Public



Exhibit "A:" 10622 Main Street, Leo-Cedarville, IN



Although most survey stations have been employed in the compilation of this map, *Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.*

10622 Main St.

City Parcel

Date: 11/14/2015



IMPROVEMENT RESOLUTION NO. 0103P

**2016 LEVEE DEAD TREE REMOVAL PROJECT
WORK ORDER NO. 0103P**

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE,
INDIANA.

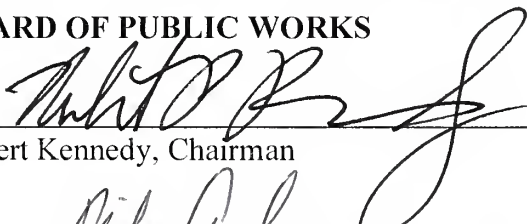
That it is deemed necessary to improve: Project involves the removal of approximately 102 dead standing trees along the St. Joe River between State Blvd. and Parnell Ave.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

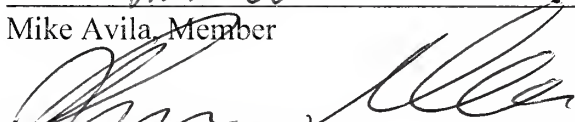
It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18 day of November, 2015.

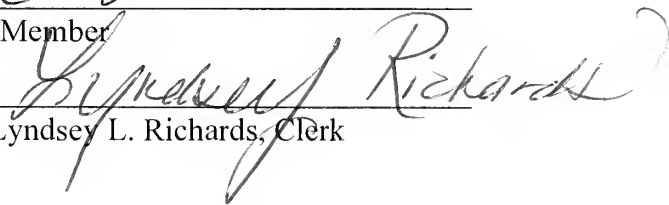
BOARD OF PUBLIC WORKS


Robert Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

ATTEST:


Lyndsey L. Richards, Clerk

BID**CONTRACTOR:**

proj: 2016 Levee Dead Tree Removal Project

RES. NO.: 0103P

W.O. NO.: 0103P

TOTAL BID AMT: _____

required completion date: 3/31/2016**Note: Contractor will be paid on measured quantities only at unit price bid.****Any form of correction within the area of unit prices, extensions, or total on this bid must be initialed by the bidder and will be noted at the time of opening.****Bid****Date:****Contractors Signature**

ITEM NO.	ITEM	PLAN QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Mobilization & Demobilization	1	L.S.		
2	Tree Removal to Root Collar - (0-6") Diameter	19	EA.		
3	Tree Removal to Root Collar - (7-12") Diameter	23	EA.		
4	Tree Removal to Root Collar - (13-24") Diameter	21	EA.		
5	Tree Removal to Root Collar - (25-36") Diameter	23	EA.		
6	Tree Removal to Root Collar - (37-48") Diameter	16	EA.		
7	Tree Removal to Root Collar - (48"+) Diameter	0	EA.		
8	Construction Allowance	5000	As Needed	\$1.00	\$5,000.00

ESTIMATE OF QUANTITIES

proj: 2016 Levee Dead Tree Removal Project

RES. NO.: 0103P
W.O. NO.: 0103P

Bid Estimate: \$133,500.00
estimated e&i:
Total estimate: \$133,500.00

Date: 11/16/2015

ITEM NO.	ITEM	PLAN QTY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)
1	Mobilization & Demobilization	1	L.S.	3000	\$3,000.00
2	Tree Removal to Root Collar - (0-6") Diameter	19	EA.	250	\$4,750.00
3	Tree Removal to Root Collar - (7-12") Diameter	23	EA.	500	\$11,500.00
4	Tree Removal to Root Collar - (13-24") Diameter	21	EA.	1000	\$21,000.00
5	Tree Removal to Root Collar - (25-36") Diameter	23	EA.	1750	\$40,250.00
6	Tree Removal to Root Collar - (37-48") Diameter	16	EA.	3000	\$48,000.00
7	Tree Removal to Root Collar - (48"+) Diameter	0	EA.	5000	\$0.00
8	Construction Allowance	5000	As Needed	1	\$5,000.00

**KRESS RD WATER MAIN EXTENSION PHASE 2
RESOLUTION NO. 66498**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 900 LF of 12-inch water main extension and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Kress Rd Water Main Extension Phase 2"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is \$50,000.

APPROVED THIS 18 DAY OF November, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Ayala, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

RECEIVED BY THE SECRETARY OF THE ARMY
WASHINGTON, D.C.

RECEIVED BY THE SECRETARY OF THE ARMY
WASHINGTON, D.C.

RECEIVED BY THE SECRETARY OF THE ARMY
WASHINGTON, D.C.

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RECEIVED BY THE SECRETARY OF THE ARMY
WASHINGTON, D.C.

**STATE BLVD & HOBSON RD AREA WATER MAIN REPLACEMENT
RESOLUTION NO. 66236**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 10900 LF of 6-inch, 120 LF of 8-inch, 2650 LF of 12-inch, and 2700 LF of 16-inch water main replacement and associated valves, fire hydrants, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "State Blvd & Hobson Rd Area Water Main Replacement"

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is \$1,900,000.

APPROVED THIS 18 DAY OF November, 2015.

BOARD OF PUBLIC WORKS

BY: _____

Robert P. Kennedy, Chairman

BY: _____

Mike Avila, Member

BY: _____

Kumar Menon, Member

ATTEST: _____

Lyndsey Richards, Clerk

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

IN SENATE
January 12, 1911

REPORT OF THE
COMMISSIONER OF THE LAND OFFICE
FOR THE YEAR 1910

AND
OF THE
LAND OFFICE

FOR THE YEAR
1910

IN SENATE
January 12, 1911

BY
JAMES C. HARRIS

ATTORNEY GENERAL

ALBANY:

WATKINS

1911

NY

BY

ALBANY

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA,
RESCINDING
A PRIOR RESOLUTION THAT
APPROPRIATED AN EASEMENT INTEREST
IN CERTAIN REAL PROPERTY
FOR USE BY THE CITY OF FORT WAYNE, INDIANA,
FOR THE CONSTRUCTION OF THE
KRAMER DITCH DRAINAGE IMPROVEMENTS**

RESOLUTION NUMBER 102-12-16-15-1

WHEREAS, previously, on October 21, 2015, the Board adopted Resolution 102-10-21-15-3 initiating Eminent Domain proceedings in accordance with IC 32-24-2, Procedures for Cities and Towns for an easement interest in a certain parcel to be acquired in furtherance of the Project; and

WHEREAS, a satisfactory agreement has been reached with the owner of the affected parcel defined in Exhibit "A," attached hereto for the easement interest needed for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board hereby rescinds Resolution 102-10-21-15-3 adopted on October 21, 2015.

This resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

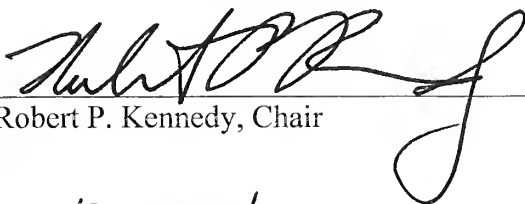
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(SIGNATURE PAGE & EXHIBIT TO FOLLOW)

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FAX: 773-936-5001
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APPROVED this 16th day of December, 2015.

BOARD OF PUBLIC WORKS

By: 
Robert P. Kennedy, Chair

By: Absent
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: 
Lyndsey Richards, Clerk

Prepared by: DeWayne J. Nodine, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

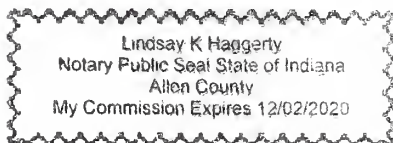
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

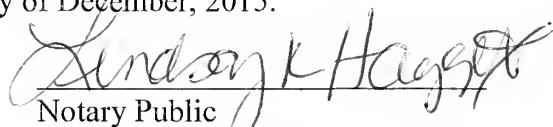
Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16th day of December, 2015.

My Commission Expires:

12/02/2020




Notary Public

Resident of Allen County

Lindsay K Haggerty
Printed Name of Notary

EXHIBIT 1
Page 1 of 2

PROPERTY OWNER NAMES AND MAILING ADDRESSES—Parcel No. 1 of 1:

Adam Johnson
6805 Woodbrook Drive
Fort Wayne, IN 46825-3958

AFFECTED PROPERTY ADDRESS:

6805 Woodbrook Drive, Fort Wayne, Indiana 46825-3958

PARCEL TAX I.D. NUMBER: 02-08-18-253-005.000-072

LEGAL DESCRIPTION OF AFFECTED PARCEL (per latest deed recorded as Document Number 204000528 in the Office of the Recorder of Allen County, Indiana):

Lot Number 293 in Concordia Gardens, Section "G," according to the plat thereof as recorded in Plat Book 26, pages 23-25 in the Office of the Recorder of Allen County, Indiana.

INTEREST TO BE ACQUIRED: Temporary Construction Easement

LEGAL DESCRIPTION OF TEMPORARY EASEMENT:

The northeasterly 15 feet and the northwesterly 32 feet of the southwesterly 85 feet of Lot Number 293 in Concordia Gardens, Section "G," according to the plat thereof as recorded in Plat Book 26, pages 23-25 in the Office of the Recorder of Allen County, Indiana.

SIZE OF TEMPORARY EASEMENT:

0.111 acre (4,820 square feet), more or less.

PROBATION DEPARTMENT

John Doe
1234 Main St
Anytown, CA 90210

ATTEST: _____

Probation Officer

DATE: _____

1. I have read and understand the conditions of probation.
2. I agree to abide by the conditions of probation.

Signature of Defendant

Signature of Probation Officer

Signature of Judge

Signature of Clerk

Signature of Bailiff

Signature of Court Reporter

Page 2 of 2

EASEMENT PLAT

9017 Coldwater Rd., Suite 500 Ph: (260) 485-7077
Fort Wayne, IN 46825 Fax: (260) 485-7071
WWW.AZ-ENGINEERING.NET

Prepared for the City of Fort Wayne
Parcel #4 - Adam Johnson

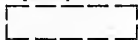
Prepared By:



A&Z ENGINEERING

EXHIBIT "B"

Temporary Easement



4,820 S.F., 0.111 Ac. +/-

NOTE:

The basis of bearings and calculated dimensions shown on this exhibit are based upon the platted dimensions for the servient tenement, the Allen County/City of Fort Wayne Map GIS, and a Topographic Survey of the subject area performed by Apex Consulting and Surveying..

The recorded plat of Concordia Gardens, Sec. "G" (P.B.26 PG. 23-25) does not mathematically close by 23.88 ft. in the north-south direction & 11.08 ft. in the east-west direction.

The existing buildings, structures, fences, pools, etc., as shown on this document, are based upon those location identified in the aforementioned "Apex" survey.

A Title Encumbrance Report was not provided for the servient tenement.

The proposed easement location, configuration, size, and width was determined by the City of Fort Wayne.

In accordance with 865 IAC 1-12-12-4, this exhibit is not intended to be represented as a retracement or original boundary survey, a route survey and/or a surveyor location report.



IN WITNESS WHEREOF, I hereunto place my hand and seal this 30th day of May, 2015. I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law.

Aaron E. Springer
Aaron E. Springer, P.S.

Aaron E. Springer, P.S.
Indiana Registered Land Surveyor No. 1520000228

Pt. of Lot #293 in Concordia Gardens, Sec. "G"
St. Joseph Civil Township, Allen Co., IN

Parcel #02-08-16-253-005.000-072

Sheet 2 of 2

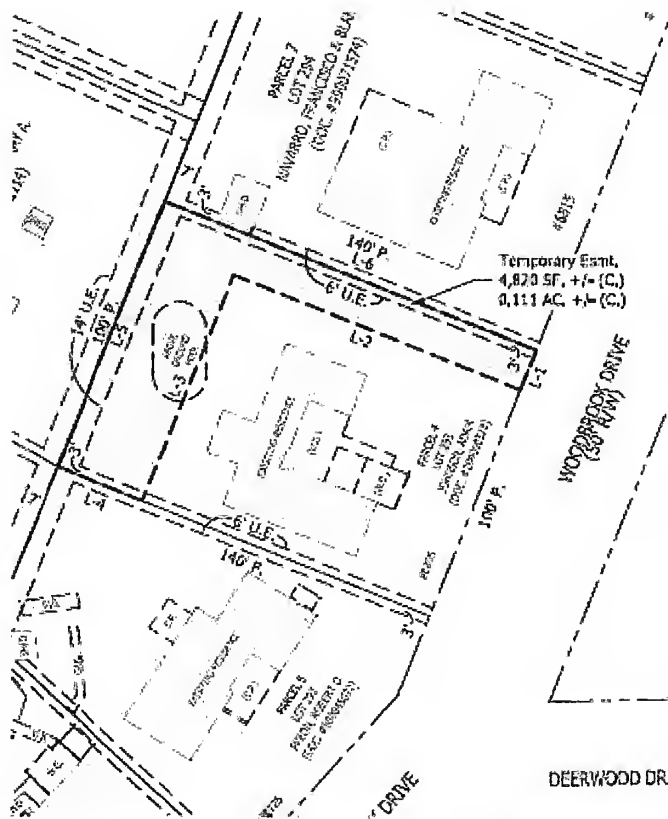
(See Sheet 1 for legal description)

LINE TABLE

L-1: S 21°49'22" W ~ 15.00' C.
L-2: N 68°10'38" W ~ 108.00' C.
L-3: S 21°49'22" W ~ 85.00' C.
L-4: N 68°10'38" W ~ 32.00' C.
L-5: N 21°49'22" E ~ 100.00' C.
L-6: S 68°10'38" E ~ 140.00' C.

LEGEND

C. = calculated dimension
R. = recorded dimension
P. = platted dimension
C.P. = concrete porch
W.D. = wood deck
U.E. = platted utility easement
Esmt. = easement
SF = square feet
AC. = acres



DEERYOOD DRI

Property Address:
6505 Woodbrook Drive
Fort Wayne, IN 46825

Job No. 14-407

50' 25' 0' 50'

SCALE: 1" = 50'

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CITY UTILITIES ANNUAL ON-CALL EMERGENCY ALGAL BLOOM CONTROL
REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR
AQUATIC VEGETATION CONTROL SERVICES TO FORT WAYNE UTILITIES
IMPROVEMENT RESOLUTION 102-12-16-15-2

Scope of Work:

Fort Wayne Utilities is requesting time and material quotes for contracting for algal bloom control in the St. Joseph River near the St. Joseph Dam. Such services may include, but are not limited to: applying treatment for adequate algal bloom control near Fort Wayne's public water supply intake.

Term of agreement: **January 1, 2016 through December 31, 2021**, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the project and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish equipment and chemicals as necessary to complete the chemical application to control ~~algal blooms~~aquatic vegetation in the St. Joseph River near the St. Joseph Dam, Fort Wayne's public drinking water supply intake. The contractor must maintain access to enough chemical (Cutrine Plus), within 48-hours, to treat approximately 10.8 acres in Section 1 and/or 19.9 acres in Section 2 as illustrated in Figure 1 for a total of 30.7 acres. All procedures to control aquatic vegetation under this contract shall be conducted in accordance with the rules under Indiana Code 4-22-2 and Indiana Code 14-22-9-10.

Treatment will target any noted algal blooms or algae causing plants within the two illustrated sections in Figure 1. The maximum depth of water and perpendicular distance from the shoreline includes shore to shore. Furthermore, the linear distance along the shoreline where plants are to be treated includes shore to shore.

In emergency situations needing immediate attention and work, requests to treat potential algal blooms may be requested by Fort Wayne Utilities. Contractor will mobilize within six hours to treat impacted area. There are two sections that may be treated for potential algal blooms. Section one (1) consists of 10.8 acres and section two (2) consists of 19.9 acres of river water to be treated.

The contractor shall furnish experienced and competent Category five (5) certified chemical applicators that have sufficient knowledge of aquatic vegetation control application. All applicators shall be properly licensed.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract.

The contractor shall be responsible for adherence to all OSHA regulations. In addition, contractor shall provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

Application Materials:

Contractor shall furnish all necessary equipment to adequately apply Cutrine Plus to treat algal blooms for approximately 10.8 acres in Section 1 and/or 19.9 acres in Section 2 as illustrated in Figure 1.

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Statements of Conditions

Equipment owned by the contractor will be ordered out only when the Utility determines there is sufficient reason to warrant use of such equipment to supplement the Utility's work forces.

Equipment and operation therefore shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing necessary repairs. The contractor shall report all breakdowns immediately to the Utility supervisor. No payment will be made for the equipment while it is off the job for servicing, however, payment will continue during the time equipment is being fueled and oiled providing such service is performed on the site by a mobile service unit.

The City of Fort Wayne reserves the right to make a rigid inspection as to mechanical and safety features of any and all construction equipment dispatched to work sites at any time during the period of the contract. Such inspections shall in no way relieve the contractor of the responsibility to furnish equipment in compliance with all requirements of the specifications. All equipment which, in the opinion of the City of Fort Wayne, is in poor mechanical condition or otherwise does not comply with these specifications, will be rejected and shall not be used on any Utility project until repaired or replaced. No payment will be made by the Utility for time or labor expended by the Contractor if said equipment is rejected as a result of such an inspection, until repair or replacement is established to the Utility's satisfaction.

Equipment and its operation shall be subject to supervision by Utility supervisory personnel as to the work to be performed. The Utility will not instruct the operation of equipment in any way contrary to law or good equipment practice. The contractor and/or the operator shall be solely responsible for any and all damage to equipment while operating under this specification.

The contractor is responsible for providing the Utility, in writing, the names and telephone numbers (for day and night contact) which may be used to call regarding contract equipment.

Payment will be based on the hourly rate bid for each piece of equipment under contract including operator and also for laborer(s) on an hourly basis. The time clock for payment begins when the contractor arrives on the work site. The designated work site shall be specified by the Utility. Time clock for payment will terminate when chemical application has concluded. Payment is subject to an inspection of the work that has been completed. Payment for work performed and/or deductions from the guaranteed minimum payment will be computed to the nearest one-quarter hour. Payments will be made to the contractor within forty five (45) days following receipt of invoice. Invoices are to be mailed directly to contracting department of the Utility.

Contract Compliance

The contractor shall comply with requirements of the Fort Wayne Contract Compliance Department in regard to EBE Goals, and other documentation, if requested.

Award

Award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest hourly rates per unit price quote;
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel;
4. In cases where bids are equal, the contractors will be rotated as to call-out priority.

This agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

The contractor hereby agrees that when notified by the Utility, the contractor will supply the equipment, manpower, and materials as necessary at the price indicated on exhibits "A, B, and C," attached hereto and made a part hereof to adequately treat algal blooms within the designated areas.

Contractor's Name

Contractor's Address

Contractor Name's/Title (please print)

Contractor's Signature

(Date)

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

<u>Authorized Contact</u>	<u>Cell Phone</u>	<u>Work Phone</u>	<u>Home Phone</u>	<u>Emergency Contact Number</u>

EXHIBIT B – CONTRACTOR EQUIPMENT INFORMATION

<u>Equip #</u>	<u>Equipment</u>	<u>Description</u>	<u>Hourly Rate</u>

The system of law is intended to be a guide to the courts in the absence of authority. It is not intended to be a binding authority. The system of law is intended to be a guide to the courts in the absence of authority. It is not intended to be a binding authority.

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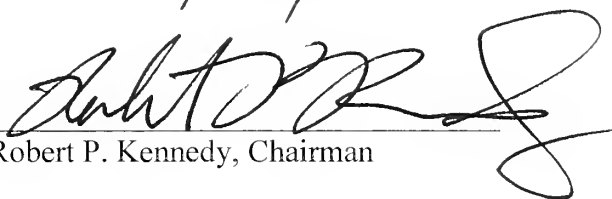
EXHIBIT C – MANPOWER INFORMATION

<u>Normal quantity assigned</u>	<u>Manpower Only Rates</u>	<i>Note: Overtime is at 1.5 Times Normal Rate</i>	<u>Hourly Rate</u>	<u>Certification</u>
		Project Manager		
		Supervisor		
		Applicator		

Approval of City Utilities Annual Aquatic Vegetation Control Services

City of Fort Wayne
Board of Public Works

Date: 12/16/15


Robert P. Kennedy, Chairman


Mike Avila, Member


Kumar Menon, Member

Attest: 
Lyndsey Richards, Clerk

Approved by the Board of Directors of the City of New York

City of New York
Board of Public Works

Date: 12/1/51

[Signature]
Robert F. Wagner, Mayor

[Signature]
Michael J. S. [unclear]

[Signature]
James H. [unclear]

[Signature]
James H. [unclear]

**TRFP Service Water Replacement
66497**

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Approximately 1000 linear feet of 6 inch process mechanical piping and three 6 inch backflow preventers to be replaced.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "TRFP Service Water Replacement" Resolution/Work Order #66497.

Declares the cost of the said improvements shall be paid by the funds the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

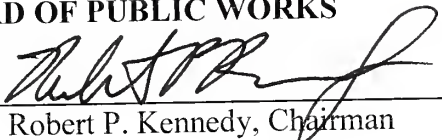
Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

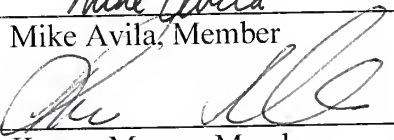
Declares the engineer's estimate of the project's total cost is \$121,000.

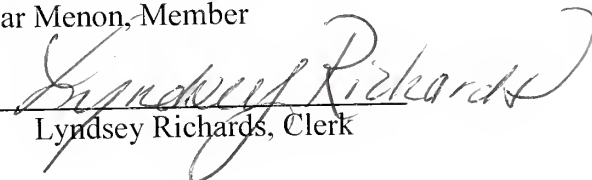
APPROVED THIS 2 DAY OF December, 2015.

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Kumar Menon, Member

ATTEST: 
Lyndsey Richards, Clerk

**Jehl Park Drainage Improvements
RESOLUTION NO. 83465**

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The project consists of the installation of approximately 800 LF of Storm Sewer, 9 structures and grading around said structures to alleviate flooding in Jehl Park and on the properties adjacent to Jehl Park on White Eagle Drive.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Jehl Park Drainage Improvements

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

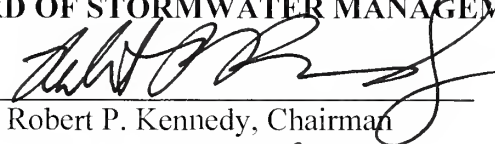
Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there are no cost associated with the purchase of any land associate with this project.

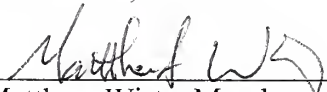
Declares the engineer's estimate of the project's total cost is \$140,000.

APPROVED THIS 11th DAY OF December, 2015.

BOARD OF STORMWATER MANAGEMENT

BY: 
Robert P. Kennedy, Chairman

BY: 
Mike Avila, Member

BY: 
Matthew Wirtz, Member

ATTEST: 
Lyndsey Richards, Clerk

John Paul Davidson, Jr.
11-11-1971

RECEIVED BY THE
WOMAN, FATHER, SON

The purpose of this document is to
provide a record of the work of the
John Paul Davidson, Jr. Foundation.

John Paul Davidson, Jr. Foundation
11-11-1971

John Paul Davidson, Jr. Foundation
11-11-1971

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**RESOLUTION AUTHORIZING SIGNATORIES FOR THE WATER
REVOLVING (SRF) LOAN BY THE BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA
Fort Wayne 2011 Water Works Bond B – DW11030203-B**

Resolution No. 102-12-30-15-1

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, herein called the community, has plans for a municipal water pollution control project to meet State and Federal Regulations, such as the Water Pollution Control Plant Primaries Project, the Water Pollution Control Plant Dechlorination Project and the Parkerdale Sanitary Sewer Project, and the community intends to proceed with the construction of such works (see Exhibit A attached); and

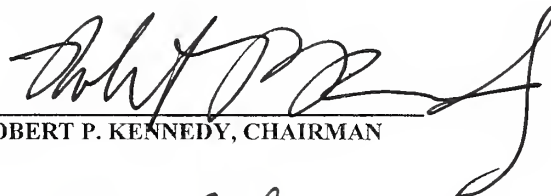
WHEREAS, it is necessary to authorize signatories for application to the SRF in support of the various qualified activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

- A. **Kumar Menon, Justin Brugger and Gail Bradley**, as employees of the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the community.
- B. The community agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.
- C. That two certified copies of this resolution be prepared and submitted to the SRF.
- D. That this resolution supercedes and replaces prior signatory authorizations.

ADOPTED this 30 day of December, 2015.

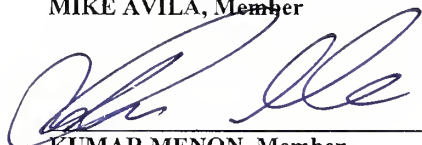
**THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH ITS
BOARD OF PUBLIC WORKS**



ROBERT P. KENNEDY, CHAIRMAN



MIKE AVILA, Member



KUMAR MENON, Member

ATTEST: 

Lyndsey Richards

10/10/2001

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EXHIBIT A

The water utility improvements include:

- UV disinfection installation (GPR);
- North and South reservoir structural improvements;
- Curtain baffling installation in the North and South reservoirs;
- Installation of a 250kw generator;
- Planning and design engineering services for future water main replacements projects;
- Installation of a magnetic flow meter at the Superior Street meter vault;
- Piping extension of the high service discharge piping loop system at the TRFP;
- HVAC electrical and piping modifications to the East Pump room at the TRFP;
- Installation of a new 16 MGD high service pump at the North Pump Station;
- Installation of 3 concrete gate structures;
- Construction of a new West Gatehouse structure;
- Installation of solar panels on the West Gatehouse (GPR);
- Rehabilitation of the East Gatehouse;
- Various piping and valve improvements to incorporate the UV disinfection system and to allow operational flexibility for the North and South reservoirs;
- Water main replacement projects in the Bluffton Road and Lower Huntington Road area, as well as the Hannas, Riverside and Paramount areas (GPR);
- West Side Booster Pump Station improvements to include: SCADA system upgrades; PLC removal and replacement, pump control telemetry, and pump soft start electrical improvements, VFD improvements on Pump Nos. 1 and 2, new VFD on Pump No. 2, along with all associated wiring and programming necessary for a complete operational system;
- Northwest Booster Pump Station No. 1 improvements to include: replace Pump No. 4, install a constant speed pump in the vacant slot of Pump No. 5 and replace the VFD on Pump No. 3; and;
- Northwest Booster Pump Station No 2 improvements to include: updating of the SCADA system and replace the VFD on Pump No. 3.

ATTACHED

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**RESOLUTION AUTHORIZING SIGNATORIES FOR THE SEWER
REVOLVING (SRF) LOAN BY THE BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA
Fort Wayne 2014 - A Sewage Works - WW14310206**

Resolution No. 102-12-30-15-2

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, herein called the community, has plans for a municipal water pollution control project to meet State and Federal Regulations, such as the Three Rivers Protection and Overflow Reduction Tunnel (3RPORT) project and a Sewer Rehabilitation Project to prevent sewers from deteriorating and eliminating infiltration and inflow from entering the collection systems; and

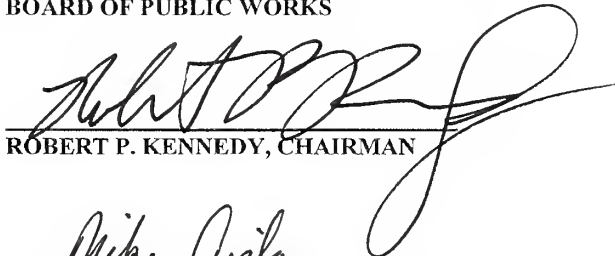
WHEREAS, it is necessary to authorize signatories for application to the SRF in support of the various qualified activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

- A. **Kumar Menon, Justin Brugger and Gail Bradley**, as employees of the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the community.
- B. The community agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.
- C. That two certified copies of this resolution be prepared and submitted to the SRF.
- D. That this resolution supercedes and replaces prior signatory authorizations.

ADOPTED this 30 day of December, 2015.

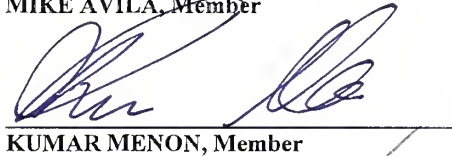
**THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH ITS
BOARD OF PUBLIC WORKS**



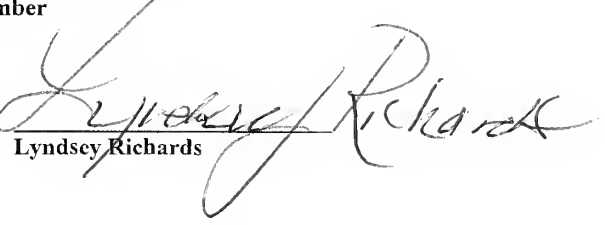
ROBERT P. KENNEDY, CHAIRMAN



MIKE AVILA, Member



KUMAR MENON, Member

ATTEST 
Lyndsey Richards

RECEIVED
OFFICE OF THE
ATTORNEY GENERAL
STATE OF NEW YORK
JAN 10 1964

TO THE
ATTORNEY GENERAL
STATE OF NEW YORK
ALBANY, NEW YORK

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**RESOLUTION AUTHORIZING SIGNATORIES FOR THE SEWER
REVOLVING (SRF) LOAN BY THE BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA
Fort Wayne 2014 – B -Sewage Works – WW14310207**

Resolution No. 102-12-30-15-3

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, herein called the community, has plans for municipal water pollution control projects to meet State and Federal Regulations, such as the Water Pollution Control Plant Digesters 3 and 4, the Effluent Dissolved Oxygen, Sewer Rehabilitation Cured in Place, the Pond 3 Improvement, the Beckett Relief Sewer Ph. 2, the South Maumee Relief Sewer, the Spy Run Interceptor Relief Ph. 1, the Outfall 61 and 62 Relief Sewer, the Huffman Sewer Separation, the Taylor-Hale Sewer Separation Ph. 2, the Lakeside Sewer Separation, and the Junk Ditch Interceptor Relief, and the community intends to proceed with the construction of such works; and

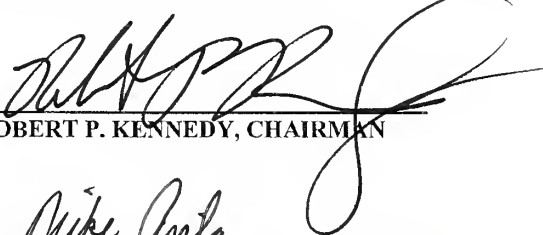
WHEREAS, it is necessary to authorize signatories for application to the SRF in support of the various qualified activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that:

- A. **Kumar Menon, Justin Brugger and Gail Bradley**, as employees of the City of Fort Wayne, be authorized to make application for an SRF Loan and provide the Department of Environmental Management such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the community.
- B. The community agrees to comply with the Department of Environmental Management, State of Indiana and Federal requirements as they pertain to the SRF.
- C. That two certified copies of this resolution be prepared and submitted to the SRF.
- D. That this resolution supercedes and replaces prior signatory authorizations.

ADOPTED this 30 day of December, 2015.

**THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH ITS
BOARD OF PUBLIC WORKS**



ROBERT P. KENNEDY, CHAIRMAN



MIKE AVILA, Member



KUMAR MENON, Member

ATTEST:


Lyndsey Richards

